

ATTACHMENT 2

CITY OF LOS ALAMITOS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of October, 2009, by and between the City of Los Alamitos, a municipal corporation organized under the laws of the State of California with its principal place of business at 3191 Katella Avenue, Los Alamitos, California 90720 ("City") and **RBF Consulting**, a California Corporation, with its principal place of business at 14725 Alton Parkway, Irvine, CA 92618 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in preparing and processing Environmental Impact Reports and is knowledgeable of the application of the law, and regulations promulgated by the State of California of the California Environmental Quality Act (CEQA).

2.2 Project.

City desires to engage Consultant to render such services for the preparation and processing of an Environmental Impact Report Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be for 24 months from the date approved by City Council, with extensions as mutually agreed upon by both

parties, unless earlier terminated. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference, subject to adherence to sound professional practices and procedures. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at

the request of the City. The key personnel for performance of this Agreement are as follows: **Collette Morse, EIR Project Manager.**

3.2.5 City's Representative. The City hereby designates **Jeffrey L. Stewart, City Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Collette Morse, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using her appropriate skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, and agents shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be amended or canceled except after thirty (30) days prior written notice by certified mail, return receipt

requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, and agents.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, and agents.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed and authorized to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth set forth in Exhibit "B". The total compensation shall not exceed One Hundred Ninety Eight Thousand Four Hundred Ten dollars (**\$198,410**) without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, upon receipt of invoice, shall bill the Developer wherein the Developer will remit said amount to the City and the City shall pay the consultant as agreed to in the Memorandum of Understanding dated July 14, 2009.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: RBF Consulting
14725 Alton Parkway
Irvine CA 92618
Attn: Collette Morse

City: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Attn: Jeffrey L. Steward, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Ownership of Materials and Confidentiality.

3.5.2.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, designated volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of any negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation reasonable expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.5.2 Additional Indemnity Obligations. Consultant shall defend, with counsel acceptable to City and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, designated volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, designated volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or designated volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's reasonable attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or designated volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or designated volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement subject to adherence to sound professional practices and procedures.

3.5.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LOS ALAMITOS

RBF Consulting

By: _____
Jeffrey L. Stewart
City Manager

By: _____
Collette Morse
Vice-President

Attest:

By: _____
C. Darleen Cordova
Interim City Clerk

Attest:

By: _____
Dean Derleth
City Attorney

EXHIBIT "A"

SCOPE OF WORK

FOCUSED EIR SCOPE OF WORK

1.0 PROJECT SCOPING FOR EIR

1.1 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS

The EIR work program will be initiated with a formal kick-off meeting with the Client team and City Staff to discuss the project features in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, project construction program assumptions, proposed buildout conditions, scheduling and overall communications. Based upon the detailed project information obtained at the project kick-off, RBF will draft a preliminary project description for review and approval by the Client/City.

1.2 RESEARCH AND INVESTIGATION

RBF will obtain and review available referenced data for the project area, including policy documentation from the City of Los Alamitos, County of Orange, State, and Federal agencies, the Southern California Association of Governments and all other agencies which may be affected by the project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate.

1.3 AGENCY CONSULTATION

As indicated in CEQA Guidelines Section 15083, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the NOP will provide that opportunity, RBF will conduct additional discussions with local, state and federal agencies which will assist in the early stages of the analysis and issue delineation. This scoping can be an effective way to bring together and resolve the concerns of affected Federal, State and local agencies as well as the local community.

1.4 FIELD RECONNAISSANCE

As a part of the early scoping for the project, the RBF Team will conduct a field study of the site, review existing land use and environmental conditions and conduct a detailed photographic recording of on-site and surrounding uses.

1.5 PREPARATION OF THE INITIAL STUDY

RBF will prepare the Initial Study for the proposed project. The Initial Study will describe the project, the project location, and a description of the environmental setting of the proposed project site. The main body of the document will consist of a City-approved environmental checklist and an accompanying environmental analysis.

The project will be analyzed for its potential to create significant environmental impacts in the areas specified on the City's approved environmental checklist. The Initial Study will also include mandatory findings of significance regarding impacts upon biological resources, cultural resources, cumulative impacts, and direct and indirect impacts upon human beings.

1.6 NOTICE OF PREPARATION

RBF will prepare, distribute, and file the NOP for the EIR. A Draft NOP will be prepared and forwarded to City Staff for review and comment. RBF will then finalize the NOP for distribution. The distribution will be based on a City-approved distribution list of affected agencies and interested parties, to be prepared by RBF in conjunction with City staff. This task includes certified mailing to a maximum of fifty addresses.

1.7 SCOPING MEETING

A public scoping meeting, which can also involve federal, state, or other local agencies, will be set up as a brief project overview presentation, so that the community can gain an understanding of the proposed project and make comments based upon accurate knowledge of the proposed project. The scoping meeting will emphasize the review process and will be presented so that the community can gain a greater understanding of the proposed project, as well as the intent and requirements of CEQA. RBF will provide handouts and up to two presentation-size graphics to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions and comments. Written comment forms will be provided for this purpose, and these comments, along with verbal comments, will become a part of the administrative record.

2.0 PREPARATION OF ADMINISTRATIVE DRAFT EIR

2.1 INTRODUCTION AND PURPOSE

The Introduction will cite the provisions of CEQA and the City of Los Alamitos CEQA Implementation procedures for which the proposed project is subject to. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies and documentation incorporated by reference.

2.2 EXECUTIVE SUMMARY

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

2.3 PROJECT DESCRIPTION

The Project Description section of this EIR will detail the project location, background and history of the project, discretionary actions, characteristics, goals and objectives, construction program, phasing, agreements, and permits and approvals that are required based on available information. This section will include a summary of the local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section. Applicant prepared plan information and an aerial photograph are to be included within the Project Description.

2.4 THRESHOLDS OF SIGNIFICANCE

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, local, State, Federal or other standards applicable to an impact category.

2.5 CUMULATIVE PROJECTS TO BE CONSIDERED

In accordance with CEQA Guidelines Section 15130, this section provides a detailed listing of cumulative projects and actions under consideration for the analysis. As stated in Task 2.8, *Cumulative Impacts*, the likelihood of occurrence and level of severity will be studied. The purpose of this section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of the jurisdiction of Los Alamitos. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. RBF will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis, as described in Task 2.8.

2.6 ENVIRONMENTAL ANALYSIS

RBF will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (NOP responses, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts and Planners at RBF.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term environmental impacts associated with the project and their levels of significance. The impact analysis will be in a consistent order of environmental factors as Appendix G

of the CEQA Guidelines (Aesthetics, Agricultural, Air Quality, etc.). For each Environmental Factor Analysis Section, the Impacts Subsection will begin with a list of all issues contained in the NOP. The thresholds for significance shall be identified for every environmental issue. A discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact, explaining why these determinations were made and that no further analysis in the EIR is warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant With Mitigation incorporated or Potentially Significant Impact. For each environmental issue requiring EIR analysis, the EIR will state the level of significance and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue. This section will include analysis for the following environmental issue areas:

A. Aesthetics/Light and Glare

The issue of aesthetics can in some ways a subjective consideration. What is visually offensive to some may not be of great concern to others. Nevertheless, the issue does require review and is based upon the criteria set forth in Appendix G of the CEQA Guidelines. Due to the nature and scale of the proposed high rise development, RBF will perform a shade and shadow analysis in order to analyze the visual aesthetic character of the proposed project in relation to the surrounding community. The aesthetics/light and glare scope of work is as follows:

Shade and Shadow Study. RBF will develop a massing model from electronic plans and elevations provided by the project applicant and prepare shade and shadow drawings for time intervals throughout the day on the summer/winter solstices and vernal/autumnal equinoxes. The analysis will reflect both existing and project buildout conditions. RBF will prepare a written analysis of the shade and shadow affects, along with supporting graphics addressing potentially significant impacts generated by the proposed project on the surrounding area.

Light and Glare. RBF will review the project's proposed design and building materials in order to address potentially significant impacts on the surrounding area generated by the introduction of glare associated with development of the project. The analysis will include a discussion on neighboring sensitive uses from streetlights, vehicle headlights, building lights, etc.

Visual Aesthetic Analysis. RBF will observe and photograph the architectural character, materials and scale of the surrounding area. RBF will review the proposed project's architectural features, height, and massing to assess its compatibility with the surrounding area, and will identify potentially significant visual impacts and recommend potential mitigation measures to reduce the significance of the impacts.

The Aesthetics Section will thoroughly discuss the existing aesthetic environment and visual resources, including a discussion of views from surrounding areas to the site, particularly from adjacent uses. It is our recommendation that visual simulations be conducted from several vantage points for incorporation into the

analysis. Please note that RBF has provided an Optional Task (Task 7.0) to prepare the simulations, as directed by the Client.

Project construction impacts will be addressed based on the changing on-site aesthetics visible from surrounding roadways and locations. RBF will review and incorporate existing City policies and guidelines regarding aesthetic and visual resources for inclusion within the EIR. RBF will recommend mitigation measures to reduce potential aesthetic impacts to the maximum extent possible.

B. Air Quality

RBF's Air Quality Specialists will evaluate project-related air pollutant emissions on both a short-term and long-term basis. The study will include the following subsections for incorporation into the EIR:

Existing Conditions. The project site is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.) will also be provided.

Construction-Related Emissions. Equipment exhaust and fugitive dust emissions resulting from construction activities will be quantified using URBEMIS2007. Based on landform/grading/demolition/excavation data and assumptions provided by the project Applicant (i.e., number/type of equipment needed for grading activities, project phasing, etc.), the analysis will estimate equipment exhaust emissions utilizing the latest emission factors as prescribed by the EMFAC2007 and OFFROADS2007 models. Emissions from soil hauling activities will also be quantified, if necessary. Fugitive dust emissions will be quantified based upon the area to be graded per day. Construction pollutant emissions will be compared to SCAQMD thresholds and mitigation measures will be recommended to reduce the significance of emissions, where feasible. Consistent with the SCAQMD environmental justice program and policies, localized air quality impacts on nearby sensitive receptors (i.e., residences, schools, day care centers, and hospitals) will be evaluated. RBF will also qualitatively discuss naturally occurring asbestos impacts as they relate to the proposed construction activities.

Long-Term Emissions and Global Climate Change. RBF will quantify vehicular and area source emissions then provide a comparison to the SCAQMD thresholds of significance. Indirect emissions (related to energy consumption) will also be quantitatively analyzed. The emissions will be quantitatively derived utilizing the EMFAC2007 and URBEMIS2007 models. Project consistency with regional air quality plans will be evaluated. RBF will address cumulative air quality impacts based upon a list of cumulative projects supplied by the City of Los Alamitos. Note, that this scope of work specifically excludes the preparation of a health risk assessment (HRA).

Carbon Monoxide Hot-Spots. Should project traffic warrant Carbon Monoxide Hotspot modeling, RBF will model intersections utilizing the BREEZE ROADS model. The analysis will be consistent with the Transportation Project-Level Carbon Monoxide Protocol, prepared by the Institute of Transportation Studies at the University of California, Davis.

RBF will follow the approach described in the California Air Pollution Control Officers (CAPCOA) *CEQA and Climate Change White Paper* (White Paper) (January 2008) and CARB's *Climate Change Proposed Scoping Plan* (Scoping Plan) (October 2008). RBF will describe the regulatory development of Assembly Bill 32, Senate Bill 97, Senate Bill 375, and Executive Order S-3-05. RBF will assess the project's significance based upon the project's consistency with the California Attorney General's Recommended Mitigation Measures and quantitative limit derived from the CARB Scoping Plan and CAPCOA White Paper. The list of measures will be presented in terms of their applicability and percentage of GHG reduction. The analysis will conclude the projects level of significance in relation to a quantitative limit developed through the Scoping Plan and White Paper.

C. Hazards and Hazardous Materials

RBF will prepare a Preliminary Hazardous Materials Assessment ("Assessment") for the affected project area. The objectives of the Assessment is to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous materials that may be present as a result of such uses, within the limits imposed by the scope of the Assessment. Materials that may constitute a hazardous waste include, but are not limited to, petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment.

To achieve the objectives, we propose to conduct this Assessment in general accordance with the California Environmental Quality Act (CEQA), to provide preliminary conclusions relative to site conditions. The Assessment shall be the guiding technical study for the Hazards and Hazardous Materials Section of the EIR. Additionally, the Assessment often significantly reduces potential comments from the Department of Toxic Substances Control Board (DTSC) during the public review period. This Assessment is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence based on available information. This scope specifically excludes laboratory testing, field sampling and chain of title documents (although these can be reviewed by RBF if provided by the Client).

The documentation will be designed to document past activities, facilities, or waste disposal practices, which may have resulted in soil or groundwater contamination. Past site usage will be investigated through an aerial photograph review, interviews, review of former permits, review of documents on City file, and a research of former citations from state and local agencies. Current site conditions will be documented by an on-site inspection of the project area.

D. Drainage and Water Quality

The EIR section will incorporate drainage and water quality information provided by the project engineers regarding existing hydrology/drainage data for the project area to identify any existing localized drainage issues. The EIR section will identify any changes in absorption rates, drainage patterns, storm drain improvements and downstream affects. RBF will also evaluate water quality conditions and identify water quality techniques/structures that may be set forth by County, State and Federal regulations. The potential for the project to degrade water quality, interfere with groundwater recharge or expose people to water related hazards will be identified.

E. Land Use and Relevant Planning

The proposed project will require detailed environmental review for consistency with City standards and policies, as well as careful consideration of adjacent uses. The interface of the project with nearby uses and, in particular, the uses immediately adjacent to the site requires will be studied. RBF will evaluate the proposed project in consideration of surrounding land uses and will analyze the relationship of the project to applicable planning policies. These policies will be identified from the existing General Plan, the Specific Plan documentation, Zoning Code, and other City standards. The EIR will evaluate the proposed project with regard to compatibility of existing and proposed land uses.

F. Noise

RBF will evaluate potential noise impacts of the proposed project, focusing on changes in noise levels in the project area due to traffic changes along area roadways, on-site stationary noise sources, and overall changes in ambient noise levels associated with increased human activity.

Existing Conditions. RBF will review applicable State and local noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts in the noise standards for the City of Los Alamitos will be discussed for land uses on and adjacent to the project sites. RBF will conduct a site visit along the project sites and at adjacent land uses. During the site visit, RBF will conduct short-term noise level measurements along the project area. Noise monitoring equipment will consist of a Brüel & Kjær model 2250 sound level meter (SLM) equipped with Brüel & Kjær pre-polarized freefield microphone. The results of the noise measurements will be post-processed and graphically illustrated with the Brüel & Kjær Noise Explorer software. The noise monitoring survey will be conducted at up to eight separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. The noise measurements will evaluate noise exposure due to traffic while accounting for local topography, shielding from existing structures, and variations in travel speed.

Construction-Related Noise. Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the equipment, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City. RBF will provide a discussion of off-site truck hauling, if required, for construction-related soil import or export, focusing on haul routes affecting sensitive receptors.

Stationary Noise Sources. Potential effects of existing off-site noise sources will be evaluated based on the City's land use compatibility standards. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

Transportation Noise. The proposed project is anticipated to generate new vehicular traffic trips from future growth. On-site and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The analysis will focus on noise impacts associated with the development of the proposed project. Model input data will include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. Traffic parameters necessary for the model input will be obtained from the traffic study. This scope assumes that architectural mitigation will not be developed (i.e., window glazing specifications, soundwall design, etc.).

F. Traffic and Circulation

RBF's Transportation Division will prepare the traffic and circulation technical study. This scope of work has been prepared based on preliminary discussions with City of Los Alamitos staff on August 6, 2008. The traffic study will assess the impacts of the proposed project by analyzing forecast trip generation, distribution, and assignment of the proposed project on the study area roadway/intersection circulation system. If necessary, mitigation measures for identified project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance.

Study Conditions. The traffic analysis will identify traffic impacts under the following scenarios:

- Existing Conditions;
- Forecast Near-Term Without Project Conditions;
- Forecast Near-Term With Project Conditions;
- Forecast Long-Range Without Project Conditions; and
- Forecast Long-Range With Project Conditions.
-

A long-range year analysis is included assuming the proposed project requires a zone change and/or General Plan Amendment.

Study Area. As part of the analysis, RBF will count and analyze the following thirty-two (32) study intersections during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday (Tuesday, Wednesday, or Thursday):

1. Seal Beach Boulevard/I-405 Southbound Ramps;
2. Seal Beach Boulevard/I-405 Northbound Ramps;
3. Seal Beach Boulevard/Lampson Avenue;
4. Seal Beach Boulevard/Plymouth Dr;
5. Los Alamitos Boulevard/Orangewood Avenue;
6. Los Alamitos Boulevard/Farquhar Avenue;
7. Los Alamitos Boulevard/Katella Avenue;
8. Los Alamitos Boulevard/Florista Street;
9. Los Alamitos Boulevard/Catalina Street (south);
10. Los Alamitos Boulevard/Sausalito Street;
11. Los Alamitos Boulevard/Cerritos Avenue;
12. Los Alamitos Boulevard/Ball Road;
13. Katella Avenue/I-605 Northbound On-Ramp;
14. Katella Avenue/Reagan Street;
15. Katella Avenue/Cherry Street;
16. Katella Avenue/Kaylor Avenue;
17. Katella Avenue/Bloomfield Street;
18. Katella Avenue/Lexington Drive;
19. Katella Avenue/Valley View Street;
20. I-605 Southbound Off-Ramp/Spring Street;
21. I-605 Northbound Off-Ramp/Spring Street;
22. Bloomfield Avenue/Ball Road;

23. Bloomfield Avenue/Cerritos Avenue;
24. Bloomfield Avenue/Florista Street;
25. Lexington Drive/Ball Road;
26. Lexington Drive/Cerritos Avenue;
27. Reagan Street/Sausalito Street;
28. Reagan Street/Catalina Street;
29. Reagan Street/Florista Street;
30. Cherry Street/Catalina Street;
31. Cherry Street/Florista Street; and
32. Kaylor Avenue/Florista Street.

Additionally, RBF will count and analyze up to three (3) driveways on Katella Avenue serving the Los Alamitos Medical Center during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday (Tuesday, Wednesday, or Thursday).

Additionally, RBF will collect 24-hour count data at up to twenty-five (25) study roadway segments on a typical weekday (Tuesday, Wednesday, or Thursday). The precise study roadway segments will be identified based on discussions with County staff. The traffic counts will not include vehicle classification information. If additional traffic counts are required beyond the number assumed in this scope of work, the counts could be accommodated for a fee in addition to the fee associated with this scope of work.

Site Visit/Existing Systems Documentation. RBF's transportation team will visit the study area to document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc. The traffic analysis will include graphics documenting the existing intersection roadway geometry, and the analysis will utilize existing conditions to establish a baseline for current operations.

Cumulative Projects Trip Generation, Distribution, and Assignment. RBF will coordinate with City of Los Alamitos and adjacent jurisdiction staff representatives to identify a list of approved/pending projects for inclusion in the traffic impact analysis. The study will identify the number of daily and peak hour trips forecast to be generated by approved/pending projects, using trip generation rates contained in *Trip Generation (Institute of Transportation Engineers, 7th Edition, 2003)* or other source as directed by the City.

RBF will manually derive cumulative projects trip generation and

assignment data, which will be reviewed and approved by applicable agency staff for use in the analysis. This scope of work assumes RBF will derive trip distribution and assignment at up to twenty (20) cumulative projects provided by City staff. This scope of work assumes the potential redevelopment of the nearby racetrack will be included as a cumulative project.

Proposed Project Trip Generation, Trip Distribution, and Assignment.

The study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates contained in *Trip Generation (Institute of Transportation Engineers, 7th Edition, 2003)* or other source as directed by the applicant and/or City. Assumptions regarding project trip generation will be reviewed and approved by City staff prior to inclusion in the analysis.

The traffic study will provide a forecast distribution of project-generated trips. Manual trip distribution and assignment will be reviewed and approved by agency staff prior to utilization in the analysis.

Forecast Long-Range Year Traffic Volumes. This scope of work assumes forecast long-range year traffic volumes will be based on the most recent version of OCTAM furnished by OCTA. RBF will coordinate with OCTA and County staff to obtain OCTAM data. This scope of work does not assume fees associated with OCTA regional traffic modeling.

RBF will post-process model link volume data provided by OCTA to derive intersection turning movement volumes at the 32 study intersections for forecast long-range conditions both with and without the proposed project. Model post-processing will utilize B-turns software.

Level of Service. The analysis will assess the forecast traffic impacts of the proposed project during the a.m. peak hour and p.m. peak hour at the study intersections for the analysis scenarios identified above in the study scenarios section. The analysis will document operation of the study intersections both with and without the proposed project to identify potential project-related traffic impacts using the *Intersection Capacity Utilization (ICU)* analysis methodology for signalized intersections and the *Highway Capacity Manual (HCM)* analysis methodology for unsignalized intersections using the *Traffix™* software.

If the analysis indicates the proposed project will significantly impact the study intersections based on agency thresholds of significance, mitigation measures will be recommended in accordance with established agency performance criteria. The analysis will document forecast operating conditions after implementation of any recommended mitigation measures.

Traffic Signal Warrants. This scope of work assumes traffic signal warrants will be prepared at up to two (2) unsignalized study intersections. Traffic signal warrants will be prepared in accordance with the *California MUTCD (FHWA MUTCD 2003 Revision 1)* methodology. If applicable, existing conditions

traffic signal warrants will be prepared using peak hour and daily traffic volume data for the applicable eight *California MUTCD* signal warrants, and future traffic signal warrants will be prepared using estimated average daily traffic (ADT) applied to the *California MUTCD* Table 4C.103(CA).

State Highway Analysis. The purpose of the State Highway analysis is to provide a safe and efficient State transportation system, provide consistency and uniformity in the identification of traffic impacts generated by local land use proposals, and consistency and equity in the identification of measures to mitigate the traffic impacts generated by land use proposals. The Caltrans traffic studies guide requires review of substantial individual projects, which might on their own impact the State Highway transportation system.

The State Highway analysis scope be prepared in accordance with the *Caltrans Guide for the Preparation of Traffic Impact Studies (State of California Department of Transportation, December 2002)*, and assumes the State Highway analysis study area will include the following five (5) State Highway intersections:

1. Seal Beach Boulevard/I-405 Southbound Ramps;
2. Seal Beach Boulevard/I-405 Northbound Ramps;
3. Katella Avenue/I-605 Northbound On-Ramp;
4. I-605 Southbound Off-Ramp/Spring Street; and
5. I-605 Northbound Off-Ramp/Spring Street.

This scope of work assumes the State Highway analysis study area will include the following four (4) State Highway freeway segments:

1. I-405 west of Seal Beach Boulevard;
2. I-405 east of Seal Beach Boulevard;
3. I-605 north of Katella Avenue; and
4. I-605 south of Katella Avenue.

The analysis will assess the forecast traffic impacts at State Highway facilities during the a.m. peak hour and p.m. peak hour at the study facilities for the analysis scenarios identified above in the study scenarios section. The analysis will document operation of the State Highway study facilities both with and without the proposed project to identify potential project-related traffic impacts using the *Highway Capacity Manual (HCM)* analysis methodology.

If the State Highway analysis shows the proposed project will significantly impact a State Highway facility based on Caltrans thresholds of significance,

mitigation measures will be recommended in accordance with Caltrans performance criteria. The analysis will also document forecast operating conditions after application of any recommended mitigation measures.

Orange County Congestion Management Program Analysis. The purpose of the Orange County Congestion Management Program (CMP) is to develop a coordinated approach to managing and decreasing traffic congestion by linking the various transportation, land use and air quality planning program throughout the County. The program is consistent with that of the Southern California Association of Governments (SCAG). The CMP requires review of significant individual projects that might on their own impact the CMP transportation system.

The Orange County CMP has identified that projects generating 1,600 trips/day and that will directly access or be in close proximity to a CMP Highway System link require a TIA. Katella Avenue is an Orange County CMP Roadway, and nearby CMP monitored study intersections include the following:

1. Katella Avenue/Valley View Boulevard; and
2. Katella Avenue/I-605 Northbound On-ramp.

Since the proposed project is expected to exceed Orange County CMP daily trip thresholds assigned to a CMP Highway System link, this scope of work assumes CMP traffic analysis will be prepared at the two CMP intersections located within the project study area in accordance with Orange County CMP guidelines.

The technical traffic study will be incorporated into the EIR in accordance with the CEQA requirements.

H. Public Services and Utilities

RBF will contact potentially affected agencies to identify relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities and the increased demand on services based on the proposed land uses. RBF will evaluate the ability of the project area to receive adequate service based on City and applicable County standards and, where adequate services are not available, will identify the effects of inadequate service and recommended mitigation measures. Issues expected to be discussed will include:

Public Services:

Solid Waste. Solid waste generation resulting from the proposed uses may impact landfill capacities. The analysis will establish baseline projections for solid waste, including composting and recycling for both construction and operation of the project. Project's compliance with AB 939 will also be addressed.

Fire. The overall need for Fire Services would potentially increase beyond existing conditions as a result of the project. The Fire Services review will include a review of existing services/facilities in the area, response times to the sites (which includes hazardous material responses to emergencies), available fire flow, project impacts and required mitigation.

Police. The Police Service review will focus upon response times to the site, available personnel and overall protection services. The overall need for police protection services would increase beyond existing conditions as a result of the project. Mitigation incorporated into the project design, including lighting, signage and security hardware to further reduce potential crime activity will be identified.

Schools. Potential impacts to schools focusing on existing conditions, student capacities, current enrollment and facility locations. Generation rates resulting from the project will be the basis for the impact analysis. Mitigation measures will be provided to reduce the significance of impacts.

Parks and Recreation. The review will include overall parkland conditions in the City and impacts which the project may have on the City park system. Potential impacts will be identified with mitigation to reduce the significance of impacts.

Public Utilities:

Water. The section will focus on existing water sources/ availability, project usage, infrastructure connections, easements modifications and necessary mitigation.

Sewer. RBF will focus on existing capacities, project generation, infrastructure connection, easements modifications and necessary mitigation.

Electricity and Natural Gas. Existing facilities, project impacts, infrastructure relocation, undergrounding of overhead lines, easements and necessary mitigation.

2.7 GROWTH INDUCEMENT

RBF will provide a project specific analysis update of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The analysis in this section was based on data from the City of Los Alamitos, California Department of Finance, and U.S. Census. The section discusses ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts are assessed based on the project=s consistency with adopted/proposed plans that have addressed growth management from a local and

regional standpoint. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing, and employment factors.

2.8 CUMULATIVE IMPACTS

In accordance with CEQA Guidelines Section 15130, RBF will discuss cumulative impacts for each environmental issue area identified above, focusing on cumulative impacts and levels of severity in the project area at a quantitative and qualitative level. The analysis will include potential future development in the project area. The analysis will focus upon cumulative impacts from recently approved and/or pending projects in proximity (cumulative project information to be provided as stated in Task 2.5).

2.9 ALTERNATIVES TO THE PROPOSED ACTION

Pursuant to CEQA Guidelines Section 15126.6, RBF will provide an analysis of a “reasonable range” of alternatives (for budgeting purposes, RBF assumes four alternatives), comparing environmental impacts of each alternative in each impact area to the project. For each alternative, RBF will provide an analysis of impacts to environmental resources. RBF will prepare a detailed quantitative review of one of the alternatives, which is assumed to involve a design/density modification. One important element of the Alternatives section will be an impact matrix which will offer a comparison of the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated (where feasible), accurate comparison of each alternative.

The alternatives section will conform to both amendments to Section 15126.6 of the CEQA Guidelines and to recent and applicable court cases. RBF will discuss as required by the CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

2.10 MITIGATION MONITORING AND REPORTING PROGRAM (TO BE INCLUDED IN FINAL EIR)

To comply with the Public Resources Code Section 21081.6 (AB 32180), RBF will prepare a Mitigation Monitoring and Reporting Program to be defined through working with City staff to identify appropriate monitoring steps/ procedures and in order to provide a basis for monitoring such measures during and upon project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project. The Checklist indicates the mitigation measure number as outlined in the EIR, the EIR reference page (where the measure is documented), a list of Mitigation Measure/ Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

2.11 ADDITIONAL SECTIONS

RBF will provide additional sections in the EIR to meet CEQA and City requirements including the following:

- Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented. Changes in the environment and uses on non-renewable resources which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the EIR.
- Effects Found Not To Be Significant. RBF will provide a qualitative explanation of issues checked "No Impact" in the City's Initial Study in order to substantiate the conclusions of the Initial Study.
- Inventory of Mitigation Measures. This section will be a comprehensive list of mitigation measures for the proposed project. To allow direct incorporation of mitigation measures into Conditions of Approval, RBF will provide a summary of mitigation measures, which will be numbered consecutively.
- Inventory of Unavoidable Adverse Impacts. This section will be a comprehensive list of unavoidable adverse impacts associated with the proposed project.
- Organizations and Persons Consulted/Bibliography. Any federal, state or local agencies, other organizations and private individuals consulted in preparing the EIR will be listed in this section. RBF will provide a complete list of reference materials used in preparation of the EIR.

2.12 GRAPHIC EXHIBITS

The EIR will include a maximum of 30 exhibits to enhance the written text and clarify the proposed project environmental impacts. Using state-of-the-art computer design equipment and techniques, our in-house graphic design team will create professional quality, black and white or full color exhibits, dividers and covers for the EIR and Appendices. Graphics will be in GIS or a GIS compatible format. This Task assumes camera-ready base maps are provided. All exhibits will be 82" x 11" in size.

3.0 DRAFT EIR

3.1 PRELIMINARY DRAFT EIR

RBF will respond to one complete set of comments on the Administrative Draft EIR. If desired, RBF will provide the Preliminary Draft of the EIR with all changes highlighted to assist the final check of the document.

3.2 COMPLETION OF THE DRAFT EIR

RBF will respond to a second review of the Preliminary Draft EIR and will prepare the report for the required 45-day public review period. In addition, RBF will prepare the Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR). RBF will also work with the City to develop a distribution listing for the NOC and Draft EIR.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

RBF will respond to comments received on the Draft EIR during the 45-day public review period, based upon the budget allocation with a maximum of 60 hours. RBF will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review.

It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. RBF has budgeted conservatively, given the potential scrutiny involved with the proposed project. Should the level of comments and response exceed our estimate, RBF will submit additional funding requests in order to complete the responses.

4.2 FINAL EIR

The Final EIR will consist of the revised Draft EIR text, as necessary, and the "Responses to Comments" section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate review, RBF will format the Final EIR with shaded text for any new or modified text, and Astrike out@ any text which has been deleted from the Final EIR. RBF will also prepare and file the Notice of Determination within five (5) days of EIR approval. This scope of work assumes that either the Client or the City will be responsible for any filing fees associated with the Notice of Determination (e.g., California Department of Fish and Game filing fee).

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

RBF will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for City use in the project review process. RBF will prepare the Findings in accordance with the provisions of CEQA Guidelines Section 15091 and 15093 and in a form specified by the City. RBF will submit the Draft Findings for City review and will respond to one set of City comments.

5.0 PROJECT COORDINATION AND MEETINGS

5.1 COORDINATION

Ms. Collette L. Morse, AICP will be responsible for management of the EIR preparation process as well as consultation with the Client and City staff to incorporate City policies into the EIR. Ms. Morse will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. RBF will coordinate with state and local agencies regarding this environmental document. Ms. Morse will coordinate with technical staff, support staff and word processing toward the timely completion of the EIR. It is the goal of RBF to serve as an extension of City staff throughout the duration of the EIR process. As is stated in UNDERSTANDING OF THE PROJECT, RBF will be available to meet with the Client and City staff to discuss particular project parameters. In addition, RBF will provide monthly progress reports for client review. Each progress report will include a summary of tasks performed and the percentage of work completed to date according to individual task.

5.2 MEETINGS

Ms. Morse will attend all staff meetings and will represent the Project Team at public hearings and make presentations as necessary. RBF anticipates several meetings with City staff, including a “kick-off meeting” (refer to Task 1.1), progress meetings, public meetings and hearings. Ms. Morse along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts, and define mitigation. Should the City determine that additional meetings beyond the following meetings are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately \$600 per person.

- One kickoff meeting with City Staff (refer to Task 1.1)
- One public scoping meeting (refer to Task 1.7)
- Two meetings with the Client and City Staff to discuss project details, resolve issues, review comments on Administrative documents and receive any necessary direction
- Two public hearings with presentations as necessary. This includes one Planning Commission hearing and one City Council hearing.

6.0 DELIVERABLES

The following is a breakdown of all anticipated products/deliverables.

SECTION 1.0 – NOTICE OF PREPARATION AND INITIAL STUDY

- Fifty (50) copies of the NOP and Initial Study
- One (1) camera ready copy each of the NOP and Initial Study
- One (1) electronic copy of the NOP and Initial Study

SECTION 2.0 - PREPARATION OF ADMINISTRATIVE DRAFT EIR

- Five (5) copies of the Administrative Draft EIR
- Five (5) CD's containing the Administrative Draft Technical Appendices

- One (1) electronic copy of the Administrative Draft EIR and Exhibits

SECTION 3.0 - DRAFT EIR

- Five (5) copies of the Second Administrative Draft EIR
- Five (5) CD's containing the Second Administrative Draft Technical Appendices
- One (1) electronic copy of the Second Administrative Draft EIR and Exhibits
- Fifty (50) copies of the Draft EIR
- Fifty (50) CD's containing the Draft EIR Technical Appendices
- Fifty (50) copies of the Notice of Completion
- Five (5) CD versions of the Draft EIR and Technical Appendices
- One (1) camera-ready unbound original of the Draft EIR and Technical Appendices
- One (1) electronic copy of the Draft EIR and Appendices

SECTION 4.0 - FINAL ENVIRONMENTAL IMPACT REPORT

- Five (5) copies of the Draft Responses to Comments
- One (1) electronic copy of the Response to Comments
- Five (5) copies of the Administrative Final EIR
- Five (5) CD version of Administrative Final EIR Technical Appendices
- Forty (40) copies of the Final EIR, including exhibits and Technical Appendices
- Forty (40) CD version of the Final EIR and Technical Appendices
- One (1) unbound camera-ready original of the Final EIR, Exhibits and Technical Appendices
- One (1) electronic copy of the Final EIR, including exhibits and Technical Appendices
- Five (5) copies of the Draft Findings and Statement of Overriding Considerations
- One (1) camera-ready Final Findings and Statement of Overriding Considerations
- One (1) electronic copy of the Final Findings and Statement of Overriding Considerations
- One (1) camera-ready Notice of Determination
- One (1) camera-ready Notice of Completion

7.0 OPTIONAL TASKS

The following tasks have been included so that the Client may consider additional scoping items at this time or based upon responses to the Notice of Preparation. These tasks have not been calculated into the total budget. RBF will proceed with optional tasks upon specific direction from the Client.

7.1 Visual Simulation Analysis

Based upon the potential visual resource affects that could be introduced with the project, RBF is recommending a visual simulation review, which can also be referred to as “before and after” photographic depictions be prepared. At this time, we are recommending simulations from four locations.

RBF provides comprehensive visual impact analysis services for a wide range of large and small-scale projects for local agencies. RBF utilizes the highest quality state-of-the-art technology to meet our clients needs for various analyses, including CADD (Computer Aided Design and Drafting), CAE (Computer Aided Engineering), a professional full video production facility, and a wide range of IBM and Macintosh software applications for computer animation, illustration, and photograph enhancement. RBF conducts visual impact analyses in conformance with appropriate agency standards including the FHWA “Visual Impact Assessment for Highway Projects.”

The level of detail, technique and rendering requirements can result in extreme fluctuations in budget. Thus, we would request further consultation with City Staff in order to finalize the scope of services for this task. For the purposes of a preliminary budget for this proposal, assuming five viewshed study images at a Level 2 effort (as discussed below), we are estimating a per view simulation cost of approximately \$3,000. For information purposes, the Level 1 and Level 3 efforts are also provided below to assist the discussions and scoping of the visual analysis.

- Level 1 B Site topography paving and landscaping are modeled as masses. Small detail such as curb and gutter, drainage swales and fences are of generally shown. Buildings are modeled as simple color masses only. Window, doors or other details are not modeled.

All objects in the model are assigned to color to replicate the actual material color. A rendering is produced that shows color mass and form of objects only. The screen is usually lighted with a single light source and shadows are not included. A site photo is not included. The subject is usually rendered with mock surrounding such as sky, ground plain, etc.

- Level 2 B Site topography, paving and landscape are modeled at a higher level of detail including curb and gutter drainage swales, fences and other significant objects. Building and other structures are modeled to include detail such as doors, windows, fascias and other element. This is necessary to depict the general character of the structure.

The various objects in the model are not only assigned color but material textures are also included. More attention is paid to accurately depicting the various material surfaces. The scene often requires additional light sources to enhance the level of realism. Shadows may or may not be necessary. The rendered subject is superimposed into a photograph and minimum retouching is done, usually limited to the masking of foreground objects.

- Level 3 B The site topography, street, parking area, landscape, buildings and other structures are modeled at a level necessary to create photorealism. Every attempt is made to represent the subject as close as possible to the way it will be viewed after construction.

All modeled objects are colored and textured, utilizing advanced mapping techniques such as decals transparency, and reflective maps. All available resources are used to create a depiction of the subject that is as close to photorealism as possible. This includes multiple light sources, shadows and other creative techniques. The rendered subject is superimposed into the photograph utilizing masking techniques that blend the two together seamlessly. Other items are also superimposed such as landscaping, trees cars and people as necessary to achieve realism.

7.2 Site Access and Internal Circulation Review

RBF will document existing and proposed site access locations and internal driveways. RBF will review the proposed project on-site circulation to identify opportunities to improve vehicular flow. RBF will provide qualitative text within the traffic study discussing the loading and unloading areas for patients, emergency vehicles, and resources delivery vehicles.

RBF will review site access and circulation at up to two (2) hospitals with recent improvement projects in urbanized or constrained environments of northern Orange County and/or southern Los Angeles County. RBF will attempt to gain feedback from planning and operations staff at recently improved hospitals to gain insight of post-construction benefits and challenges observed with reconfigured facilities.

Study intersections providing access to the project site will be analyzed using the Highway Capacity Manual (HCM) analysis methodology and recommendations will be made to improve forecast operations (as necessary). RBF will recommend potential improvements to pedestrian circulation and connectivity between the key nodes of activity such as parking garage entrances, major building entrances, and transit stops/stations.

(Fee: \$5,100)

7.3 Site Access Design Charette

RBF will participate with the design team in one design charette and up to ten (10) additional hours for iterative support of site access considerations such as closing Kaylor Drive or other project driveways and consolidating project access driveways on Katella Avenue or changing circulation patterns of roadways not on-site such as Maple Avenue. This scope of work assumes the concept of extending Catalina Street easterly directly to Bloomfield Street through demolition of existing non-hospital owned property is not under consideration.

(Fee: \$2,240)

7.4 Katella Avenue Collision History Review

RBF will review collision history along Katella Avenue between Los Alamitos Boulevard and Bloomfield Street to document the frequency of collisions and locations with high number of accidents. Review of collision history will be utilized to support and justify proposed project site access locations on Katella Avenue.

(Fee: \$1,400)

7.5 Traffic and Parking Reduction Strategies

Based on understanding of the project description, goals, and site challenges, RBF will provide recommendations to reduce traffic and parking at the project site. Traffic and parking reduction strategies could include changes to employee shift changes, transit usage encouragement, carpooling incentives, promotion of bicycle usage, etc.

(Fee: \$1,100)

7.6 Parking Adequacy During Shift Changes

This scope of work assumes qualitative discussion or analysis provided by the applicant/architect/design team will address a repeated City-concern about the adequacy of parking on-site with completion of the proposed project.

In response to City-staff concerns about parking adequacy during shift changes, RBF will collect parking count data and provide a technical memorandum discussing the logistics of parking vehicles during shift changes. The parking data collection will occur at up to 1,600 parking spaces on a 30-minute frequency for a total of 2-hours. This scope estimates the 1,600 parking spaces can be counted by four staff-persons with the 30-minute frequency. Discussions with the project team and hospital operations staff will identify the day and peak time for data collection such as the morning shift change occurring at 8:00 a.m. on a Tuesday.

(Fee: \$2,300)

Exclusions

This scope of work assumes qualitative discussion or analysis provided by the applicant/architect/design team will address a repeated City-concern about the adequacy of parking on-site with completion of the proposed project. Additionally, this scope of work assumes the adequacy of on-site parking supply will accommodate on-street parking on Katella Avenue, as indicated by information provided by the Architect.



BUDGET

FOCUSED ENVIRONMENTAL IMPACT REPORT

Task	Budget
1.0 Scoping	\$8,840
2.0 Preparation of Administrative Draft EIR	\$110,490
3.0 Draft EIR	\$22,860
4.0 Final EIR	\$14,890
5.0 Coordination and Meetings	
5.1 Coordination	\$16,700
5.2 Meetings	\$12,390
Task 5 Subtotal	\$29,090
6.0 Deliverables	\$10,000
Focused EIR Total	\$196,170

Task	Budget
7.0 Optional Tasks	
7.1 Visual Simulation Analysis	TBD
7.2 Site Access and Internal Circulation Review	5,100
7.3 Design Charette/Circulation Design Support	\$2,240
7.4 Collision History	\$1,400
7.5 Reduction Strategies	\$1,100
7.6 Shift Parking	\$2,300

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The budget includes an estimated cost for miscellaneous costs for travel/mileage, reproduction, reimbursable, telephone, postal, delivery, reference materials and incidental expenses. RBF will receive payment either on a percentage basis using milestones or by monthly billing, as determined by the Client. The RBF project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.



STATEMENT OF FINANCIAL CONDITIONS

This proposal shall be valid for a period of 90 days. Progress billings will be forwarded based on payment criteria established by the Client. These billings will include the fees earned for the billing period. The Client shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

The fees proposed herein shall apply until January 1, 2010. Due to annual increases in costs associated with inflation, staff wage increases and increases in direct costs, Consultant will increase those portions of the contract fee for which work must still be completed after January 1, 2010, by fifteen percent (15%).

Deviations or modifications from the Scope of Work will result in potential re-evaluation of the associated fees. Items not specifically stated in the proposal will be considered an additional work item.

All work will be performed at a "Not to Exceed" contract price, which will become the fixed price upon completion of negotiations with the Client staff authorized to negotiate and agreement. The budget includes an estimated budget for all miscellaneous costs for travel/mileage, reproduction, telephone, postal, delivery, reference materials, and incidental expenses. Monthly bills will include staff services plus the cost of reimbursable expenses (see item 3, below)

The budget provides a breakdown of our estimated cost of performing the services described in this Scope of Services. Our Scope of Services and its associated cost are based on several key assumptions, including the following:

1. The budget is valid for up to six months from the date of submittal/opening, after which it may be subject to revision.
2. City will develop the mailing list for distribution of the EIR and notices. The Client or the City will be responsible for newspaper cost of publication of notices, which will be billed directly to the Client or the City, so they are not included in the proposed budget.
3. Photocopy costs included in the proposal are for the specified number of copies of deliverables and reasonable incidental and in-team photocopying. The figure provided is an estimate only. Reimbursable expenses will be billed on a monthly basis. A processing fee of 5% will be added to all reimbursable expenses. Reimbursable expenses include mileage, reprographics, and deliveries.
4. Review cycles for preliminary documents are presented in the scope of work. Additional review cycles or additional versions of administrative drafts are assumed to not be needed.
5. The proposed work addresses CEQA requirements of the proposed action. Work related to NEPA compliance, Section 404 compliance, or other permitting processes is not included (although these can be added, as needed, with a contract amendment).

Work concludes at the acceptance of the final deliverable.

6. The budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget would be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
7. Costs are included for the number of meetings specified in the scope of work. If additional meetings are needed, they can be included with an amendment of the budget.
8. The extent of public comment on a Draft EIR is not predictable. The proposed budget includes a reasonable, preliminary estimate time to respond to comments. RBF will consult with the City after the valuation of the comments to determine if the preliminarily estimated budget is sufficient.
9. Costs have been allocated to tasks to determine the total budget. RBF may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
10. Once the proposed project description, baseline, and alternatives are approved by the City for analysis in the Draft EIR, it is assumed they will not change thereafter. If changes requiring revisions to analysis or rewriting of EIR information occur, an amendment of the budget would be warranted.
11. The CEQA statutes or guidelines may change during the course of this EIR. If amendments require redoing work already performed or substantially increasing effort, a contract amendment may be warranted.



EXHIBIT "B"
Compensation

1. Consultant shall be paid a sum not to exceed \$198,410. This amount shall be payable in accordance with the attached "Professional Fees for Planning Consulting Services" document. Also, hourly compensation rates for Consultant personnel shall be as reflected in that document.
2. Consultant shall, by the 10th day of each month, submit an invoice to the City detailing the number of hours worked and tasks completed for the previous month.