

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 10/15/07	Department ID Number: PL 07-34

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL

SUBMITTED BY: *Penelope Culbreth Graft*
PENNELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: SCOTT HESS, DIRECTOR OF PLANNING *SH*

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PBS&J FOR PREPARATION OF ENVIRONMENTAL IMPACT REPORT FOR THE RIPCURL PROJECT

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

Transmitted for City Council's consideration is a professional services agreement with PBS&J for preparation of an Environmental Impact Report (EIR) for The Ripcurl project.

Funding Source:

An appropriation of \$351,793 from the General Fund to the Planning Department Professional Services Account, 10060201.69365 is required. These funds will be offset by a reimbursement agreement with the developer of the project, Red Oak Investments, considered by Council in a separate item.

Recommended Action: Motion to:

1. "Approve the Professional Services Contract in the amount of Three Hundred Fifty One Thousand, Seven Hundred Ninety Three Dollars (\$351,793) as prepared by the City Attorney, between the City and PBS&J, and authorize the Mayor and City Clerk to sign."
2. "Appropriate funds in the amount \$351,793 from the City General Fund to the Planning Department Professional Services Account to account 10060201.69365 for the Professional Services contract between the City and PBS&J, which is funded by a reimbursement agreement."

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Alternative Action(s):

The City Council may make the following alternative motions:

1. "Deny the Professional Services Contract between the City and PBS&J."
2. "Continue the item and direct staff accordingly."

Analysis:

A. PROJECT BACKGROUND

Applicant: Red Oak Investments Huntington Beach
2101 Business Center Drive, Suite 230
Irvine, CA 92612

Location: Southeast corner of Gothard Street and Center Avenue

The proposed project is located at 7302-7400 Center Avenue in the northern part of the City of Huntington Beach, across from Goldenwest College. The 3.8 acre site is bordered by Center Avenue to the north, an existing commercial property to the south, Gothard Street to the west and a railroad right-of-way and commercial property, the proposed Bella Terra Phase II site, to the east. Southern California Edison owns a small site, with two transmission towers, that abuts the project site at its northeast corner.

The applicant is proposing to ultimately develop up to 500 luxury residential units in five residential stories, located above approximately 15,000 square feet of street level retail and commercial uses. Open space amenities will be included. The project is called The Ripcurl. The environmental documentation shall discuss environmental effects in relation to their severity and probability of occurrence and shall identify appropriate modifications to the project to mitigate any environmental impacts to the extent feasible.

B. CONSULTANT SELECTION PROCESS

Staff solicited proposals from five qualified consultants for this project:

- PBS&J (formerly EIP Associates)
- Hogle Ireland
- The Planning Corporation
- BonTerra Consulting
- PCR Services Corporation

Staff distributed Requests for Proposals for three EIRs concurrently to these five consultants: Bella Terra Phase II, The Ripcurl Project and the Beach Boulevard/Edinger Avenue Corridor Study. Each consultant had the options of submitting for all three, any combination of two or any singular project. PBS&J submitted for each of the three projects. No other proposals were submitted for The Ripcurl EIR.

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Proposals were reviewed by staff from the Planning Department and Economic Development Department. The PBS&J proposal met or exceeded all of the requirements in the RFP. Staff is recommending PBS&J for preparation of all three EIRs due to their expertise as well as the ability to eliminate redundancies in the process by having a single consultant prepare the documentation. PBS&J (then EIP) prepared the Environmental Impact Report for Pacific City, the Strand, the Waterfront Grand Resort and Conference Center, the Newland Street Residential and the Northam Ranch House project. They are currently preparing the EIR for the proposed Senior Center as well.

The reimbursement agreement with Red Oak investments is still in preparation. However, Red Oak is highly motivated to keeping the project schedule and has committed in writing to paying \$15,000 to start the EIR process prior to Council approval of the PBS&J contract and the Reimbursement Agreement. The Reimbursement Agreement with Red Oak will be brought for Council consideration at the November 5 meeting.

C. STAFF RECOMMENDATION:

A Professional Services Contract between the City and PBS&J is necessary to prepare the required EIR. This contract will require an appropriation of funds by the City. Funding for the EIR is included in the reimbursement agreement with Red Oak Investments, the developer of The Ripcurl.

Staff recommends the City Council approve the contract with PBS&J, in the amount of \$351,793.00, and authorize the Mayor and City Clerk to execute the documents.

Strategic Plan Goal:

Land Use Development, Project 1, Revitalize Old Commercial Centers. The EIR is the requisite first step in creating new development at this site.

Environmental Status:

Projects over which public agencies exercise ministerial authority, such as this agreement contracting for preparation of environmental documentation, are categorically exempt from the California Environmental Quality Act pursuant to Section 15300.1.

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Professional Service Agreement with PBS&J
64	2.	Letter from Red Oak Investments
66	3.	Fiscal Impact Statement

RCA Authors: Broeren/Davis



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ATTACHMENT #1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

PBS&J

FOR

Preparation of an Environmental Impact Report for the
Ripcurl Project

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

PBS&J

FOR

Preparation of an Environmental Impact Report for the
Ripcurl Project

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of
_____ 20____, by and between the City of Huntington Beach, a municipal
corporation of the State of California, hereinafter referred to as "CITY, and
~~PBS&J~~ _____, a Florida Corporation
hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to
Prepare an Environmental Impact Report for the _____; and
Ripcurl Project

Pursuant to documentation on file in the office of the City Clerk, the provisions of
the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of
professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"**
which is attached hereto and incorporated into this Agreement by this reference. These
services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Terri Vitar who shall
represent it and be its sole contact and agent in all consultations with CITY during the
performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on THREE YEARS FROM THE COMMENCEMENT DATE, unless sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than 36 months from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Three Hundred Fifty One Thousand Dollars (\$ 351,793.00).

Seven Hundred Ninety Three
5. EXTRA WORK

In the event CITY requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

E7.9

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and

all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Mary Beth Broeren
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

PBS&J
ATTN: Terri Vitar
12301 Wilshire Boulevard, Suite 430
Los Angeles, CA 90025

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement

which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof,

each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supercede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

CONSULTANT,
PBS&J

By: Todd J. Kenner
Todd J. Kenner
President
print name

ITS: (circle one) Chairman President / Vice President

AND

By: Becky S. Schaffer
Becky S. Schaffer
Secretary
print name

ITS: (circle one) Secretary / Chief Financial Officer / Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of California

[Signature]
Director of PLANNING
(Pursuant To HBMC §3.03.100)

APPROVED AS TO FORM:

[Signature] 9/24/07
City Attorney KC
9/26/07

REVIEWED AND APPROVED:

[Signature]
City Administrator
(only for contracts \$50,000.00 and over)

Mayor

City Clerk

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EXHIBIT "A"

A. STATEMENT OF WORK: *(Narrative of work to be performed)*

RBF Consulting will prepare an Environmental Impact Report for the Ripcurl Project. A copy of the scope of work is attached.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. See attached scope of work

2.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Consultant will perform as an extension of staff.

2. City will make timely payments as outlined in Exhibit "B."

D. WORK PROGRAM/PROJECT SCHEDULE:

See attached scope of work

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Table 1 EIP/PBS&J Relevant Project Experience

Santa Anita Park Mixed-Use Development Environmental Impact Report, Arcadia, CA	<p>The owners of Santa Anita Racetrack, after several unsuccessful attempts to develop a Specific Plan for the development of an 85-acre overflow parking area on the southern portion of the property, retained Caruso Affiliated Holdings (the developers of The Grove in Los Angeles) to prepare a new Specific Plan and complete the development. The new Specific Plan consisted of a vertical mixed-use development, which would be arranged in an axial design leading towards the southern entrance to the Santa Anita Racetrack. The development would encompass 53 acres and would include 805,000 square feet of retail commercial uses, as well as up to 265 residential units in 315,000 square feet. Additionally, the track proposed to consolidate existing media facilities into a new, 96,000-square-foot Simulcast Center for more efficient broadcasting of events. The Simulcast Center would be located outside of the mixed-use zone. The project is anticipated to revitalize the Santa Anita complex by creating an enhanced sense of place and a greater "critical mass" of development.</p> <p>Caruso retained Piper-Rudnick attorneys at law to assist in the review of an Environmental Impact Report and supporting technical reports, as a result of the anticipated legal challenge from an adjacent neighboring commercial shopping center. The EIR has since been completed and has successfully withstood significant public scrutiny.</p>
Ontario Sphere of Influence (Agricultural Preserve) General Plan and EIR, Ontario, CA	<p>EIP staff managed a multi-disciplinary team to formulate a comprehensive General Plan and Environmental Impact Report for the City of Ontario's 8,200-acre Sphere of Influence. The Plan provided guidance for the conversion of existing dairy operations, currently being phased out and relocated to the Central Valley. It set forth a framework of land use organizing and design principles, backbone transportation and utility infrastructure plans, and environmental resource management policies, which provide the foundation for subsequent specific plans prescribing detailed, site-specific uses and improvements. Additionally, it defined a "blueprint" of actions for annexation, site development planning, infrastructure improvements, and financing. The plan provided for the development of a series of residential villages, including high-density mixed-use centers, a Town Center, and business parks integrated by an areawide greenways network, a regional-scaled park, a lake, and other amenities. Each neighborhood contained a diversity of housing types oriented around a mixed-use center containing local retail services, public facilities, high-density housing, schools, and parks. Approximately 102,000 residents, 32,000 housing units, 5.8 million square feet of commercial, 5.2 million square feet of industrial, a college campus, a medical center, and a sports complex were accommodated. An advisory committee comprised of local residents, businesses, property owners, and service agencies (including school districts) provided input for the Plan's formulation. Additionally, workshops were conducted to solicit a broader spectrum of public input in defining visions for the area's future and comments on plan alternatives.</p>
Brentwood Mixed-Use General Plan Amendment EIR, Brentwood, CA	<p>Arcadia Development Company envisioned a mixed-use development project in the northwest corner of the City of Brentwood, along Lone Tree Way and Heidorn Ranch Road. Two alternative site plans were proposed for this strategic 76-acre site, which sits at the western gateway into the City and along the recently opened State Route 4 Bypass. One site plan proposed a regional employment activity center, offering retail, commercial, and office uses. The second site plan replaced some of the proposed commercial space with high-density residential development of up to 475 dwelling units. The commercial component under the first site plan would total over 700,000 square feet of developed space, and over 500,000 square feet under the second site plan. The EIR evaluated both plans to an equal level of detail, and the trip-saving characteristics of the second alternative (with a higher-density mixed-use development) were notable.</p>

Scope of Work

Project Understanding

The proposed project, known as The Ripcurl, is located at 7302-7400 Center Avenue in the northern part of the City of Huntington Beach, across from Golden West Community College, just south of the San

Diego Freeway (I-405). The 3.8-acre site is bordered by Center Avenue to the north, an existing commercial property to the south, Gothard Street to the west, and the Southern Pacific Railroad right-of-way, commercial property, and the proposed Bella Terra Phase II site to the east. Southern California Edison owns a small site with two transmission towers that abut the project site at its northeast corner. The adjacent Golden West Community College is one of the largest institutional uses in the City.

The existing land use comprises approximately 59,826 square feet of commercial space in one- and two-story buildings, and is known as the College Country Center. The space is approximately 90 percent leased with 45 tenants. The shopping center was constructed in 1979 and is comprised of four retail buildings and a two-story office building. At the time of our site visit, some of the tenants included Ruby Nail & Spa, Taste of France French Bistro, Dinner's Ready Home Cooking, State Farm Insurance, Kathy May Coffeehouse, College Books, Allied Hearing Services, Heritage House Center, Cloud Mover Day Spa, Fleur de Lamour, an antique store, a liquor store & market, a tanning salon, a tropical fish store, and a hair salon. Del Taco fast food restaurant and the United States Post Office anchor the shopping center. The proposed project site does not include the Levitz retail store.

Generally speaking, the City's neighborhood serving commercial uses are "free standing," clustered at mini malls, or at centers typically located at the intersection of major arterial roads. The 58-acre "Huntington Center," of which the proposed project is a part, serves as the City's regional center. The proposed project site is located within the City's Edinger Commercial Corridor Commercial District. This District is characterized by larger retail centers than those typically found along Beach Boulevard. However, the multi-tenant and larger uses have little physical or visual connection and are, most often, single trip destinations. As a consequence, the corridor lacks overall identity and strong physical anchors. According to the City's General Plan, Edinger Avenue (the City's primary path) and Gothard Street (the City's secondary path) lack characteristics that provide identity and clarity of location. This is due in large part to a confusing array of signs, lack of consistent landscaping, strip commercial centers, and the predominance of tract walls.

In September 2006, the City Council approved a contract with a consultant to perform a revitalization study for the Beach Boulevard and Edinger Avenue corridors. It is our understanding that the project is intended to determine and implement a clear vision for growth and change along Beach Boulevard and Edinger Avenue. The specific configuration that new public and private investment along the corridor will take will be determined by a planning process involving city officials, citizens, stakeholders, and city staff. Specifications to guide land use and development intensity, site layout, building design, site landscaping, and signage will be detailed in the document created from this effort. Land use and development standards contained in the Specific Plan will be drafted to replace pre-existing zoning regulations, and to assist the community to more effectively attract investment and improve the evolving image and identity of the City.

The Applicant, Amstar/Red Oak Huntington Beach, LLC, is proposing to ultimately develop up to 500 luxury residential units in five residential stories, located above approximately 15,000 square feet of street level retail and commercial uses. Off-street parking will be provided at grade and in two subterranean levels. Open space amenities will also be included.

According to the City's General Plan (1996), the project site is located in one of the City's five redevelopment project areas, known as the Huntington Center. The project site has a General Plan designation of CG-F1-d. This designation translates to General Commercial-0.35 floor area ratio (FAR)-Design Overlay. The project site currently has a zoning designation of General Commercial, consistent with the General Plan. Residential uses are not currently permitted, with the exception of some group residential quarters. Since the General Plan and Zoning Code do not currently allow residential uses at this location, the proposed project would require the following entitlements, along with certification of the environmental document:

- **General Plan Amendment (GPA)** to allow mixed use on the site and establish the allowable residential density and FAR. Currently, the General Plan has a Mixed Use-Vertical Integration category but it limits maximum density to 30 units per acre with a 3.0 FAR. The Applicant is proposing up to 130 units per acre. The GPA would be subject to approval by the Planning Commission and City Council.
- **Zoning Text Amendment (ZTA)** to establish a "Transit Center High Density Mixed Use District" and establish the associated development standards, a draft of which has been prepared by the Applicant. The ZTA would be subject to approval by the Planning Commission and City Council.
- **Zoning Map Amendment (ZMA)** to establish the "Transit Center High Density Mixed Use District" zoning for the project site. The ZTA would be subject to approval by the Planning Commission and City Council.

Actual construction of the proposed project would also likely require a Conditional Use Permit from the Planning Commission and review by the Design Review Board. These requirements would be established with the Zoning Text Amendment. It is our understanding, that at this time, the Applicant, Amstar/Red Oak Huntington Beach, LLC, has indicated that they intend to proceed with the legislative amendments first. However, it is anticipated that they will submit site plans and elevations such that the environmental documentation could be at a sufficient level of detail to analyze potential impacts associated with construction of the project, as well as amending the land use plan and zoning.

Project Approach

The approach of the EIP/PBS&J Project Team is based on meeting the following objectives:

- Accurately reviewing and integrating the technical analyses prepared by the Applicant into the environmental document
- Serving as a key element of the City's team to anticipate controversial issues, provide unbiased recommendations, devise solutions to potential impacts and/or other issues that may arise, and provide expert planning, policy, and environmental compliance consultation
- Committing senior management to the project to provide close coordination with, and accessibility to, the City to ensure technical accuracy, document objectivity, and legal defensibility
- Complying with the *California Environmental Quality Act (CEQA)*, the current CEQA Guidelines, as well as current case law, and serving as a public educator of CEQA and the CEQA process
- Complying with all unique City processing requirements

- Responding to all significant issues of concern raised by the various governmental agencies, private entities, individuals, and community groups
- Submitting all required deliverables within the mutually agreed upon time frames

It is assumed that a project-level environmental impact report will be completed for the proposed project given the level of specificity that is currently available or is anticipated to be available when preparation of the environmental document commences. It is further assumed that data and/or analysis contained in other relevant environmental and planning documents will be utilized, as appropriate, to ensure consistency with other approved analysis methodologies and impact conclusions and to eliminate the duplication of data collection.

EIP/PBS&J will take full responsibility for project initiation and organization, data compilation, impact assessment, development of mitigation measures, report compilation, monitoring and review for CEQA adequacy, attendance at public meetings and hearings, response to public comments, coordination of the internal Project Team, and preparation of a Mitigation Monitoring and Reporting Program.

Report format and content will be in full compliance with CEQA (as amended through the date of submittal of the draft EIR), the CEQA Guidelines (also as amended through the date of submittal of the draft EIR), and the City's environmental guidelines and procedural requirements. General EIR organization will include a discussion of existing conditions, potential direct and indirect/secondary environmental impacts, and the recommendation of mitigation measures for each affected issue area. To present information in a concise and easily understood format, text will be supplemented with graphics, charts, maps and tables on 8½-by-11 white paper, unless a larger format is critical to the readability of the document. Work products will consist of professionally photocopied reports in comb bindings, which are printed on recycled paper. The majority of graphics, charts, and maps will be presented in black ink, although some color graphics may be included to help convey necessary information. All work products will be submitted in hard-copy format and on CD and will be prepared using Microsoft Word and other formats that are compatible with the City's software applications. All documents and plans shall be the property of the City of Huntington Beach.

TASK 1 Participate in Project Startup Activities

Subtask 1A Attend Project Kick-Off Meeting

EIP/PBS&J will attend one project kick-off meeting with representatives from the City of Huntington Beach and, most likely, the Applicant's team. The purpose of the kick-off meeting is to compile the relevant background data and reports; clearly define the proposed project for the purposes of the environmental analysis; begin to compile a list of cumulative projects; discuss the project schedule and important assumptions for achieving the schedule; identify all anticipated discretionary actions; establish early communication among various project team members, as well as the protocols for ongoing communication; and to familiarize the EIP/PBS&J project team with the issues and concerns that the City determines to be important issues for analysis in the environmental document. Based on the discussions and issues raised during the kick-off meeting, the EIP/PBS&J project management team will refine the scope of work, schedule, and budget, if necessary.

List of Products

- Submit one (1) written request for additional information, if necessary

Task 2 Prepare Technical Studies

This task will include the preparation of five technical studies as specified in the RFP for the proposed project, as well as one optional technical study that would be included at the City's discretion. The four technical studies required by the RFP, and to be prepared in-house by EIP/PBS&J staff, are air quality, geotechnical, noise, and wet utilities (including storm drain, water and sewer capacity analysis). The fifth required technical study, a transportation/traffic impact analysis, would be prepared by Austin Foust Associates, Inc. Based on the Austin Foust Associates (AFA) traffic report, EIP/PBS&J will prepare the Air Quality and Noise Technical Studies.

Based on our conversations with the City, it is our understanding that the Applicant will provide the Phase I Environmental Site Assessment (Phase I ESA) and Preliminary Geotechnical Evaluation. EIP/PBS&J staff will conduct a peer review of the technical studies being prepared by the Applicant's subconsultants (i.e., Phase I ESA and Preliminary Geotechnical Evaluation). EIP/PBS&J will use information provided in the Preliminary Geotechnical Evaluation, as appropriate, and only upon independent verification of its accuracy, along with any additional information gathered from industry standard sources, to prepare the geotechnical study. EIP/PBS&J will prepare the Wet Utilities Technical Study based on any information submitted by the Applicant, as appropriate, and only upon independent verification of its accuracy, along with additional information collected from the City's Public Works Department. As an optional task, we have included an SB 610 Water Supply Assessment (WSA), to be prepared in-house by EIP/PBS&J staff. Each of the technical studies will appear as appendices to the EIR.

The information in the technical studies will be used for the preparation of the associated EIR sections. In addition, EIP/PBS&J and/or AFA will meet with the involved regulatory agencies, such as Caltrans, the South Coast Air Quality Management District, or the County of Orange regarding the content and/or results of the technical studies. If necessary, the technical studies will be revised based upon the input and recommendations of the involved regulatory agencies. The Project Manager or Deputy Project Manager will review each technical study prior to submission to the City to ensure that it accurately describes the project and meets the parameters set forth in the scope of work.

Subtask 2A Prepare Air Quality Technical Study

The City of Huntington Beach is located in the South Coast Air Basin and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The air pollutants of greatest concern in the South Coast Air Basin are ozone, NO_x, CO, PM₁₀, and PM_{2.5}.

The Air Quality Technical Study will provide an introductory discussion of the air pollutants of concern in the region, summarize local and regional air quality, describe pertinent characteristics of the air basin, and provide an overview of the physical conditions affecting pollutant buildup and dispersion in the City and/or basin. The setting will also discuss the sources, types, and health effects of air pollutants.

Local carbon monoxide (CO) concentrations will be modeled at up to ten intersections to be selected in coordination with the City of Huntington Beach and Austin Foust Associates. Local CO impacts associated with project traffic will be predicted using the CALINE-4 program and compliant with the recommendations of the CALTRANS Carbon Monoxide Protocol (Revised December 1997). The CALINE-4 computer dispersion model will be applied to the ten intersections most affected by project traffic, and nearby proximity to sensitive receptors.

The Air Quality Technical Study will also evaluate potential air quality impacts of project-related construction activities. The maximum expected equipment to be in use during each phase of construction will be used to quantify maximum daily emissions. Emissions will be compared to the thresholds of significance presented in the SCAQMD Handbook. Mitigation measures for construction-related particulates will follow guidance from the SCAQMD CEQA Handbook. ISCST3 dispersion modeling will be performed for construction of the proposed project using the BEEST (Bee-Line Software version 9.50) dispersion model, because the project site encompasses 15.86 acres (for projects less than 5 acres, an LST screening analysis would apply).

The regional criteria pollutant analysis will examine vehicular and stationary sources associated with operation of the proposed project. Based on estimated vehicle trips, vehicular emissions of carbon monoxide, ozone precursors (reactive organic gases and oxides of nitrogen), and small particulate matter (PM₁₀) will be predicted and quantified using EMFAC 2007 emission factors and the California Air Resources Boards URBEMIS 2007 software, which will then be compared to the SCAQMD significance thresholds to determine whether the proposed project would violate a State or federal air quality standard or contribute substantially to an existing or projected air quality violation. The criteria pollutant emissions from future stationary sources (such as HVAC equipment) will also be estimated in the same manner. The SCAQMD's regulatory structure to evaluate and offset these emissions will be described. The Air Quality Technical Study will also qualitatively evaluate the potential exposure of sensitive receptors to substantial pollutant concentrations where the project may cause emissions of identified pollutants in excess of the pounds per day or tons per quarter standards established by the SCAQMD. Mitigation measures will be identified for potentially significant impacts, and their effectiveness will be quantified to the extent feasible.

Potential conflicts with or potential to obstruct implementation of the applicable air quality plan where it may cause or contribute to emission of identified air pollutants in excess of levels stated in the plan or where it may fail to implement a remedial or mitigation measure required under the plan will be analyzed.

In addition, global warming (or climate change) will be addressed using a methodology that will be developed in close coordination with the City of Huntington Beach, recognizing that the state of art for this issue is rapidly changing and we must be compliant with the currently acceptable methodologies for analysis, and we must also be aware of the precedent-setting nature of this analysis for future environmental documents. That said, based upon guidance from the South Coast Air Quality Management District at a greenhouse gas meeting on July 18, 2007, at a minimum, the environmental document must (1) estimate the greenhouse gas emissions for the proposed project, (2) establish a link between the project's greenhouse gas emissions and potential impacts, (3) identify mitigation measures that would apply to the proposed project as published by the California Climate Action Team, and

(4) make a significance determination. The SCAQMD went on to suggest it was better to make a significant and unavoidable impact determination in order to avoid potential problems associated with a less than significant (“drop in the bucket”) determination; however, most of the analyses the SCAQMD has seen have identified less-than-significant impacts. Additional guidance with respect to global warming (or climate change) has been published in a “white paper” by the Association of Environmental Professionals entitled *Alternative Approaches to Analyze Greenhouse Gas Emissions and Global Climate Change in CEQA Documents* (Revised Draft, April 27, 2007). Other useful guidance is also provided in *Greenhouse Gas Emissions and Climate Change: CEQA Catches up with Science, Celebrities, and Product Placement* (California Land Use Law and Policy Reporter, June 2007). EIP/PBS&J has already prepared several global warming analyses based on this guidance and would be able to do so for the proposed project.

The cumulative net increase of criteria pollutants for which the project region is in non-attainment will be analyzed to determine if the project emissions, considered cumulatively, will increase the level of any criteria pollutant above the existing ambient level.

Subtask 2B Prepare Geotechnical Technical Study

EIP/PBS&J’s in-house registered Professional Geologist will review the geotechnical investigation prepared for the project site by the Applicant, as well as readily available geologic and/or soils maps, published literature, stereoscopic aerial photographs, and information, reports, and/or plans with information regarding geology and/or soils provided by the City. Because the project site is entirely developed, a site reconnaissance is not anticipated to reveal any significant information relative to surface and subsurface geologic conditions; nonetheless, a brief site investigation will be conducted to provide a complete geotechnical study. This scope of services does not include primary data collection, such as subsurface exploration or laboratory testing.

The Geotechnical Technical Study will report the type and magnitude of seismic activity typical in this portion of Orange County, including the location of the nearest earthquake fault. While the Newport-Inglewood fault zone travels through the City of Huntington Beach, it does so near the coast, as do several other inactive faults, such as the Bolsa-Fairview Fault, the Yorktown Avenue Fault, the Adams Avenue Fault, and the Indianapolis Avenue Fault. No faults are known to exist in the northern portion of the City above Talbert Avenue. Nonetheless, because Southern California is in a seismically active area, the Geotechnical Technical Study will address seismic activity and its potential to affect occupants of the proposed project.

In addition, the suitability of the on-site soils for the proposed development will also be identified and discussed, particularly as they may present potential risks to future occupants. Based on the information collected, the general soils and geologic conditions that could affect the area will be discussed, and potential impacts will be identified. Because the depth to groundwater could be as little as five feet, according to the City of Huntington Beach’s General Plan, the Geotechnical Technical Study will also identify mitigation measures to address groundwater dewatering (during construction and/or operation). Standard construction techniques and compliance with City and State standards (including the Uniform Building Code and California Building Code) can eliminate or minimize most geological and soils

hazards. Accordingly, these techniques and standards will be identified and discussed with respect to the proposed project, and additional mitigation measures, if required, will also be presented.

Subtask 2C Prepare Noise Technical Study

The Noise Technical Study will address the impacts of the project on background noise levels (due to vehicular trips and the nearby railway line) and exposure to potentially excessive noise levels (due to proposed uses at the project site). The Study will also analyze potential impacts to proposed residences at the project site. Existing information will summarize the nature of sound, noise, and ground-borne vibration, and will introduce acoustical terms that relate to the noise analysis. Relevant State and local noise standards and guidelines will also be summarized. Potentially vulnerable existing noise sensitive land uses in the project vicinity will be identified, such as the residential units at Old World Village. Existing ambient daytime noise levels will be measured at five selected locations within and around the proposed project site to establish current baseline noise levels. These locations will be identified on a map. The daytime noise levels will be measured using a Larson-Davis Model 814 precision sound level meter, which satisfies the American National Standards Institute (ANSI) for general environmental noise measurement instrumentation.

Noise will be characterized in the following terms:

- L_{eq} , the equivalent energy noise level, is the average acoustic energy content of noise for a stated period of time; for evaluating community impacts, this rating scale does not vary, regardless of whether the noise occurs during the day or the night
- L_{min} , the minimum instantaneous noise level experienced during a given period of time
- L_{max} , the maximum instantaneous noise level experienced during a given period of time

Existing 24-hour noise levels will be calculated for various roadway segments in the project vicinity using the Federal Highway Administration Highway Noise Prediction Model (FHWA-RD-77-108) and current traffic counts from the Traffic Technical Study prepared for the project by Austin Foust Associates. The model will calculate the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. Vehicle noise energy rates in the FHWA model will be modified to incorporate rates utilized by Caltrans, which better represent vehicle noise levels in California. The analysis of operational noise impacts will address future noise levels at the project site and in the project vicinity. Future noise levels along the roadway segments in the project vicinity will be calculated to determine whether traffic generated by the project causes a substantial increase in noise at off-site locations.

Noise levels generated during construction will be estimated based upon anticipated construction schedules, techniques, and building types, and all assumptions in the noise analysis will be consistent with the Air Quality Technical Study and the Transportation/Traffic Technical Study. The potential for construction noise to impact nearby noise-sensitive land uses (if any are identified) will be characterized by quantifying anticipated noise levels (e.g., based on distance). Furthermore, vibration impacts from project-related construction activities will also be evaluated if any pile-driving or other vibration-inducing activities occur.

According to the Noise Element of the City of Huntington Beach General Plan, the noise level standards adopted by the City are more stringent than the State Office of Noise Control guidelines for residential and commercial noise levels. In addition, the City's Noise Ordinance places limitations on noise produced by equipment operation, human activities, and construction. This particular regulatory environment would be presented in the EIR and used to evaluate potential impacts.

Another issue is the adjacent railroad tracks and the potential for noise impacts. If the City's GoLocal funds are ultimately assigned to a commuter rail feasibility study for these tracks, the environmental document must consider the proposed increase in rail use (and the ensuing noise impacts) as part of the cumulative projects analysis. Also, the EIR must evaluate the noise impacts resulting from the existing train operations.

For any impacts that exceed identified significance thresholds, feasible mitigation measures will be identified, which may include modification of construction techniques or hours, changes in project design or layout, provision of temporary or long-term barriers to noise transmission, or limitations on outdoor nighttime activities.

Subtask 2D Prepare Traffic Technical Study

The Traffic Technical Study will be prepared by Austin-Foust Associates, Inc. (AFA). The traffic analysis will carry out both a short-range and long-range analysis of the proposed project. The short-range analysis will identify project impacts related to additional traffic on the surrounding area street system. The long-range analysis will focus on the difference between the existing conditions and entitlements, and the proposed project. A special analysis will be carried out to identify suitable trip rates for the high rise residential uses and for mixed use residential. The rates will be incorporated into the Huntington Beach Traffic Model (HBTM).

The short-range analysis will define cumulative conditions either by specifically adding known projects in the area or by developing a suitable interpolation between existing and long-range volumes. This short-range analysis will thereby provide the "ground to plan" analysis for EIR purposes.

The long-range part of the analysis will compare the current General Plan land uses with those proposed by the proposed project (i.e., a "plan to plan" analysis). Year 2025 forecasts will be produced using the HBTM for a study area that is defined according to the potential impacts of the proposed changes. The analysis will use peak hour intersection forecasts for identifying potential impacts and mitigation measures. The following are the work tasks to be carried out for the traffic study:

1. **Existing Conditions**—An existing conditions section of the traffic report will be prepared using recent count data collected as part of the Citywide traffic count program. Some additional counts will be made at driveway locations in the immediate project vicinity (i.e., on Center Avenue and Gothard Street).
2. **Short-Range Analysis**—The short-range analysis will compare the impacts of the Proposed Project in a short-range time frame. Background (No Project) conditions will be derived either from related projects or interpolation between existing and future (or a combination of both). The project trips will then be added to these background conditions to show the standalone impacts of the project.

3. **Long-Range Analysis**—The long-range analysis will compare existing General Plan land uses with the proposed project land uses. Traffic forecasts will be produced for the two sets of land use and trip generation inputs, and intersection capacity utilization (ICU) values derived for the intersections in the study area.
4. **Mitigation Measures**—Using the results from the short-range and long-range analyses, an evaluation will be made of the current long-range transportation improvements that have been identified for buildout of the General Plan land uses. Where appropriate, changes will be proposed to that long-range plan.
5. **Special Issues**—This task will address any special traffic issues with respect to the project including project access. This access evaluation will be a generalized review to ensure that the project does not create any potential problems with respect to intersection operations.
6. **Traffic Report/Meetings**—A traffic report will be prepared describing the results of the traffic study. It will be prepared in a format suitable for information to be extracted for the EIR and will form a stand-alone appendix for the EIR. AFA staff will attend up to two work sessions with the project team and up to two public meetings. This task will also allow for assistance in responding to comments on the EIR.

Subtask 2E Prepare Wet Utilities Technical Study

The Wet Utilities (sewer, water, and storm drain) Technical Study will focus on the adequacy of existing City and/or County systems to accommodate the proposed project. Importantly, as an engineering firm, EIP/PBS&J has registered Professional Engineers who would prepare this technical study in close coordination with our CEQA specialists, thereby capitalizing on the skills of engineers, planners, and scientists, without requiring the need for additional subconsultants.

With respect to sewer, the technical study will address whether the sewage generated by the proposed project would exceed the wastewater treatment requirements of the Santa Ana Regional Water Quality Control Board. In addition, EIP/PBS&J would also coordinate with the City and the Orange County Sanitation District (OCSD) to ensure that the wastewater treatment provider has adequate capacity to serve the proposed project's projected demand, in addition to the provider's existing commitments, at the two OCSD wastewater treatment plants that serve the City of Huntington Beach by providing primary and secondary treatment. Similarly, the technical study will address whether the wastewater generated by the project would require the expansion of existing wastewater treatment facilities or the construction of new wastewater treatment facilities. If inadequate wastewater treatment is identified, measures to provide adequate wastewater treatment will be identified.

In terms of storm drains, the Wet Utilities Technical Study will address whether implementation of the proposed project would exceed the capacity of existing or planned stormwater drainage systems, either immediately downstream of the project site or at a potentially constrained confluence of storm drains further downstream through coordination with the City and the Orange County Flood Control District Environmental Management Agency. If inadequate storm drain capacity is identified, measures to eliminate impacts (such as the on-site detention, retention, and/or filtration) and/or upgrading the storm drain facilities will be identified. Water quality impacts would be addressed in the EIR.

The provision of adequate water supply for this project will be accomplished through the preparation of a Water Supply Assessment, which is provided for the City's consideration.

Optional Task

Subtask 2F Prepare Water Supply Assessment (WSA)

Senate Bill (SB) 610 and its companion legislation SB 221 were passed into law in 2001 and amended by Water Code Sections 10631, 10656, 10910, 10911, 10912, and 10915 to repeal Section 10913f and to add and repeal Section 10657. These laws reflect the growing awareness of the need to incorporate water supply and demand analysis at the earliest possible stage in the land use planning process.

As a result of the enactment of SB 610, WSAs must be furnished to local governments for inclusion in any environmental documentation for projects meeting the specified requirements under Section 10912(a) of the Water Code and subject to CEQA. A project meets the requirement for SB 610, if it includes any of the following development plans. In this case, the proposed project is a mixed-use project that includes one or more of the elements listed below:

- Contains more than 500 dwelling units
- Proposes a shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space
- Proposes an office building employing more than 1,000 persons or having more than 250,000 square feet of floor space
- Proposes a hotel or motel, or both, having more than 500 rooms
- Proposes industrial uses planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area
- A mixed use project that includes one or more of the projects specified above
- A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project

The proposed project consists of the development of 500 residential units and 15,000 square feet (sf) of commercial space. The proposed residential unit count does not satisfy the requirement of "more than 500 dwelling units" that are required to trigger the need for a WSA. Further, the residential development component of the proposed project could be considered exempt based on the "infill" status under California's Water Code Section 66473.7, which reads:

- (i) This Section shall not apply to any residential project proposed for a site that is within an urbanized area and has been previously developed for urban uses, or where the immediate contiguous properties surrounding the residential project site are, or previously have been, developed for urban uses, or housing projects that are exclusively for very low and low-income households.

Further, the commercial development component of the proposed project does not trigger the need for a WSA. That said, it could be argued that the project would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project. Also, a WSA would provide the nexus between land use planning and water supply planning to ensure the proposed developments are accounted for in the growth projections of the Urban Water Management Plan (UWMP), as well as

the growth projections for the Metropolitan Water District (MWD) and Orange County Water District (OCWD) who manages groundwater pumping for the basin.

The City of Huntington Beach's water utility is the water agency to serve the proposed project. The City is a member agency of the Municipal Water District of Orange County, which provides "imported" water from the Colorado River and the State Water Project via the Metropolitan Water District of Southern California. The Orange County Water District manages the groundwater for the basin which provides 64 percent of the City's water through city-owned and operated wells.

EIP/PBS&J can provide water supply planning assistance in compliance with the requirements of SB 610. Water supply planning under SB 610 requires reviewing and identifying adequate available water supplies necessary to meet the demand generated by the project, as well as the cumulative demand over the next 20 years, under a range of water conditions. Tasks within this effort include such issues as (1) analysis of past, current, and projected future water demand; (2) past, current, and projected water supply; (3) consideration of variability in demand and supply figures based upon hydrologic conditions; and (4) identification of potential water shortages based. If it is determined that there are insufficient supplies to meet demand over the next 20 years, the lead agency is responsible for identifying the source of the required supplies.

Finally, according to the requirements of SB 610, if groundwater is a source of supply, there must be a description of the condition of the basin. In addition, if groundwater is identified as a possible source, Section 10910(f) of the Water Code also applies, as such, a description of the groundwater basin or basins from which the proposed project will be supplied must be included in the WSA. This includes an analysis of the amount and location of past and current groundwater pumping, as well as the amount and location of groundwater projected to be pumped to meet the future water demand associated with the proposed project, as well as the projected cumulative demand, based on "information that is reasonably available, including, but not limited to, historic use records." The proposed project will increase the demand for water supplies within the service area.

As part of this optional task, EIP/PBS&J will prepare an Administrative Draft WSA for City staff review and comment. The Administrative Draft WSA will be prepared consistent with the requirements of SB 610. EIP will review existing materials and conduct the appropriate supply and demand analysis. Included in this task are the following sub-tasks:

- Determine available water supplies for the region and service areas and summarize this information according to the source of the supply. This information will include an observation of trends and reliance on estimated vs. verified water usage from all of the City's sources.
- Determine what the future demand will be in the service area in terms of number and types of connections, as well as the expected demand per class of connection. Develop an analysis of projected water supplies over the next 20 years. This analysis will include consideration of source water reliability in terms of water quality, as well as availability during wet, normal, and dry years, as well as multiple dry years. This analysis will include a discussion of water supplies that meet the requirements under the guidelines of SB 610.
- Identify reasonable alternative sources of water (if available) to meet any recognized shortfalls between projected supply and demand, as well as a description of recommended future studies or actions needed to identify and/or acquire additional water.

- Determine the number and types of water service connections associated with the proposed project, as well as the additional demand generated within the City's local service area, and allocate water demand to various types of service connections.
- Carry the demand analysis out for a projected 20-year period in 5-year increments beginning in 2005 through 2030, and present this information in a tabular format.
- Conduct an assessment of the potential demand versus the available supplies as identified in the above tasks and present this information in the form of a technical study.

Based on one consolidated set of comments from reviewers on the Administrative Draft WSA, EIP/PBS&J will incorporate any corrections and/or modifications and prepare a Draft version of the WSA. It is assumed that any comments on the Draft version will be editorial and no new analysis will be required. Based on one consolidated set of comments from the City staff on the Draft, EIP/PBS&J will prepare the Draft WSA and draft findings for delivery to City staff for review.

Based on one consolidated set of final comments from City staff on the Draft WSA, EIP/PBS&J will incorporate any corrections and modifications and prepare a Final WSA for review prior to publication. It is assumed that any comments on the Final WSA will be editorial and no new analysis will be required. Based on one consolidated set of comments from the City, EIP/PBS&J will prepare the Final WSA. The Final WSA will be provided to the City for adoption. It is expected that the information contained in the draft WSA will also be available for use in the CEQA review process and the Final WSA will be appended to the DEIR.

If it becomes necessary to explore potential water supply alternatives not currently within the Agency's supply portfolio to meet the demand generated by the project and other projects in the area in the future, this will be considered beyond this proposed scope of work. If additional data collection, monitoring or other hydrologic information is required, including the drilling of groundwater monitoring wells and creation of a test-pumping program, it will be also be considered outside of this scope of this proposal.

List of Products

- Five (5) Administrative Draft bound hardcopies of all Technical Studies
- Five (5) Final bound hardcopies of all Technical Studies

TASK 3 Prepare Initial Study/Notice of Preparation and Notice of Completion¹, and Attend Scoping Meeting

Subtask 3A Prepare Initial Study/Notice of Preparation and Notice of Completion

EIP/PBS&J will prepare an Initial Study/Notice of Preparation (IS/NOP) and Notice of Completion (NOC) for the proposed project that is consistent with the procedural and substantive provisions of Sections 15063 and 15082 and Appendices C, G, and I of the *California Environmental Quality Act* (CEQA)

¹ Note: A Notice of Availability is no longer required. Instead, the Notice of Completion is used for the transmittal of all environmental documents.

Guidelines. (In recent past, an IS/NOP must now also be accompanied with a Notice of Completion, instead of a Notice of Availability, much like distribution of a Draft EIR.) It is assumed that EIP/PBS&J will distribute the NOC to appropriate County, State, and Federal agencies through the Office of Planning and Research and will provide a list to the City. It is assumed that the City would be responsible for distribution of the NOC to area property owners and organizations within the City, as well as publication in a local newspaper and transmittal of the NOC to the County of Orange.

The Initial Study will be prepared in conformance with the City's Initial Study checklist format (the "Environmental Assessment Form"). Based upon review and comment by the City, EIP/PBS&J will revise the IS/NOP, as appropriate. EIP/PBS&J will distribute the IS/NOP to responsible agencies, trustee agencies, the Office of Planning and Research (OPR) and any other interested parties. It is assumed that the IS/NOP will narrow the focus of the environmental issues addressed in the EIR, if only to eliminate agricultural and mineral resources. It is assumed that the City will distribute the IS/NOP to area property owners and residents. During the public review period of the IS/NOP, EIP/PBS&J will begin preparation of the EIR in order to reduce the overall project schedule.

Subtask 3B Attend Scoping Meeting

EIP/PBS&J will attend a Scoping Meeting for the proposed project. It is assumed that the City of Huntington Beach would coordinate and facilitate the Scoping Meeting and that oversized presentation materials describing or illustrating the project will be provided by the Applicant. EIP/PBS&J would provide relevant meeting handouts, including the IS/NOP, a CEQA Process flowchart, the purpose of the Scoping Meeting, and a sign-in sheet. EIP/PBS&J would also take detailed notes regarding the issues raised by commenting individuals that should be addressed in the Draft EIR. In addition, EIP/PBS&J would be available to present the purpose of the Scoping Meeting, provide an overview of the CEQA process, and answer questions raised by the public regarding the CEQA process and/or general questions regarding technical and analytic methods. EIP/PBS&J's primary role in the Scoping Meeting is to solicit and/or record public input regarding the scope and content of the Draft EIR. Ms. Vitar would be available to attend all public meetings and provide all necessary public presentations, unless another individual is approved by City staff.

EIP/PBS&J will prepare a memorandum summarizing the key environmental issues of public concern that were raised at the Scoping Meeting. After completion of the scoping process and receipt of IS/NOP comments, EIP/PBS&J will identify issues for which no significant impacts will occur (described as Effects Found Not to Be Significant) and identify potentially significant impacts that will require further evaluation in the EIR.

List of Products

- Five (5) Administrative Draft copies of the Draft IS/NOP
- One (1) Administrative Draft copy of the Notice of Completion or City review
- Seventy-five (75) copies of the Final IS/NOP
- One (1) copy of the IS/NOP on CD-ROM, formatted in Microsoft Word and Portable Document format (PDF). The PDF shall be indexed and searchable by chapter.
- One (1) Final copy of the Notice of Completion

- Attend one (1) EIR Scoping Meeting by EIP/PBS&J's Project Manager and Deputy Project Manager
- Fifteen (15) copies of a memorandum outlining issues raised during the EIR Scoping Meeting.

TASK 4 Peer Review of Applicant-Prepared Technical Studies

Subtask 4A Prepare Review of Applicant-Prepared Technical Studies

Based on our conversations with the City, it is our understanding that the Applicant for the Ripcurl project will provide the Phase I Environmental Site Assessment (Phase I ESA), which will be used in preparation of the Hazards and Hazardous Materials section of the EIR (see Task 5), and a Preliminary Geotechnical Evaluation (as previously discussed under Task 2). It is possible that the Applicant may also provide other technical studies, data, or information. If any additional reports, data or information is made available, EIP/PBS&J staff scientists and/or specialists will review the information submitted by the Applicant to independently verify the accuracy of the data and to determine whether or not it would be useful (on whole or part) for purposes of preparing the EIR. It is assumed that EIP/PBS&J would review one version of the technical studies, data, or information, and will provide comments to the City. If necessary, and approved by the City, we would be available to discuss our questions and/or comments with the Applicant or the Applicant's technical representatives.

TASK 5 Prepare Administrative Draft EIR

Subtask 5A Prepare Administrative Draft EIR

The objective of this task is to prepare a comprehensive, accurate, and objective project-level EIR for the proposed project that fully complies with CEQA and the CEQA Guidelines (both as amended throughout submittal of the Draft EIR) and all applicable guidance and procedures established by the City of Huntington Beach for the purpose of environmental review.

The main purpose of the Draft EIR will be to thoroughly and accurately analyze the environmental impacts of the proposed project. The document will be as free as possible of jargon so that the information it contains is accessible to the City and the public. The methodology and criteria used for determining the impacts of the project will be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis.

The Draft EIR will include the following sections:

- Contents
- Introduction
- Executive summary, including a comprehensive summary table of impacts and mitigation measures, areas of controversy, issues to be resolved, and a summary discussion of the proposed project and its alternatives
- Project Description, including project objectives, purpose and need, project location, project characteristics, scope of project, project alternatives, and required approvals
- Introduction to the Analysis

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- Environmental Analysis
 - > Environmental Setting
 - > Regulatory Framework (applicable federal, State, local, plans, policies, and standards)
 - > Thresholds of Significance
 - > Project Environmental Impacts (short-term, long-term, direct, and indirect)
 - > Mitigation Measures (for potentially significant environmental issues)
 - > Level of Significance After Mitigation
 - > Cumulative Environmental Impacts (short-term, long-term, direct, and indirect)
- Alternatives
- Long-Term Implications (including growth-inducing impacts, a summary of project-related and cumulative significant unavoidable impacts, and significant irreversible environmental changes or commitments of resources)
- List of EIR Preparers
- References
- Technical Appendices

The scope of work for each of the environmental issue areas is further described below with an emphasis on unique and/or important components of the environmental analysis. In order to ensure a common understanding of the scope and content of the EIR, EIP/PBS&J will prepare a comprehensive list of each of the thresholds that would be evaluated in the EIR, as well as every impact statement that would be addressed to respond to each of the thresholds for review and approval by the project team prior to beginning work on the EIR (some thresholds may contain more than one impact statement). Also, if a CEQA threshold (or issue) can be adequately addressed in the IS/NOP, rather than a more detailed analysis in the EIR, it is specifically identified in the following scope of work.

It is assumed that the amount and type of development, as well as other key construction and operational features of the project, would be available at the beginning of work on the EIR such that an accurate, finite, and stable Project Description could be prepared prior to beginning substantial work on the EIR. This approach has proven to result in the most expeditious preparation and processing of an EIR. It is also assumed that the City would provide GIS graphics (in a JPEG format) that provide a vicinity map, General Plan land use map, zoning map, assessors parcel map, aerial photography, and existing utilities map (excluding storm drains). All other graphic exhibits and handouts necessary for meetings, study sessions, and/or public hearings regarding the environmental document would be provided by EIP/PBS&J, with the exception of oversized illustrations of the proposed project or the project site, which are typically provided by the Applicant.

■ Aesthetics

Aesthetics (defined as any element, or group of elements, that embodies a sense of beauty), views, daytime glare, and nighttime illumination are related elements in the visual environment. Visual impacts of a project include the provision of objective visual resources (such as project design elements) and the subjective viewer response to those changes in the visual environment.

The proposed project would convert an existing one- to two-story commercial shopping center to a five-story mixed-use residential and commercial development, which would represent a change in the existing

visual character of the project site. The EIR will provide a description of views to and from the site, supplemented by photographs. EIP/PBS&J will analyze whether the proposed project would substantially degrade the existing visual character or quality of the site and its surroundings due to grading, height, bulk, massing, or architectural style or building materials; location in a visually prominent area; degradation of the visual unity of the area; or degradation of views from roadways or adjacent uses. Scenic vistas, if any, will be described and the project's impacts to scenic vistas will be analyzed. Worth noting, no State-designated scenic highways or scenic corridors are located near the project site, according to the California Department of Transportation (Caltrans).

Existing sources of light and glare will also be described. The EIR will analyze whether the proposed project would create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. EIP/PBS&J will evaluate changes in ambient lighting levels, including hot spots and spillover onto adjacent areas, although there are no sensitive uses located nearby. Substantial light can be caused by lighting to illuminate signage or architectural features, or for wayfinding purposes, and substantial glare can be caused by reflective building materials. Additionally, based on our discussions with the City, a commuter rail line may be added in the future to the Southern Pacific Railway. Therefore, if existing trains or potential commuter trains were to operate at night, there could be an impact on the proposed residential uses. The EIR will consider the potential impact of train lights on proposed residences during nighttime hours. Due to the notable change in height as a result of the proposed development, issues related to aesthetics are anticipated to be an area of considerable attention in the EIR.

While the proposed project would represent a substantial increase in height as compared to the existing development and would increase shade and shadow effects, there are no adjacent sensitive receptors or uses that depend on sunlight for function, physical comfort, or commerce (i.e., parks, nurseries, etc.). Therefore, detailed shade/shadow diagrams would not be provided; instead, a qualitative discussion of shade/shadow impacts would be included in the EIR.

Optional Task Prepare Visual Simulations

EIP/PBS&J would prepare visual simulations to document the site's existing and proposed visual character. Two massing diagrams using Computer Aided Design (CAD) software would be generated to visually depict the proposed building envelope. Two vantage points would be identified (including one from Gothard Street and a second from another publicly accessible area) and pedestrian-level site photographs would be taken from each vantage point. The CAD generated massing diagrams would then be overlaid on top of the pedestrian-level site photographs. These photomontage diagrams would depict impacts of the siting, height, and bulk of the buildings, as well as their visibility from surrounding areas. No architectural detail or spatial relationships (i.e., inclusion of people for relative building scale) would be shown on the diagrams, as it is unlikely that level of detail would be available.

If ultimately desired by the City, photo-realistic photo simulations could be prepared. These simulations would insert images of the proposed buildings into photographs depicting existing views of the site. (Note: this represents an optional service that would be negotiated separately from this proposal.)

■ Agricultural Resources

It is expected that agricultural resources would be “scoped out” in the IS/NOP for the proposed project. The project site has not been utilized for agriculture purposes since the turn of the century, and is not currently designated as prime farmland, farmland of statewide importance, unique farmland, or local importance, and is not subject to a *Williamson Act* contract.

■ Air Quality

As described under Task 2 (Prepare Technical Studies), an Air Quality Technical Study will be prepared by EIP/PBS&J. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the EIR air quality section.

■ Biological Resources

It is expected that biological resources would be “scoped out” in the IS/NOP for the proposed project. The project site has been fully disturbed as the result of previous development activities and consists only of hardscape areas, with limited ornamental trees. No native vegetation exists, and no sensitive species or habitats are located on site. While there are ornamental trees located both on site and off site (in the public right-of-way) that could be directly or indirectly affected by construction activities, it is highly unlikely that they would provide suitable habitat for nesting migratory birds given the ample habitat located at the Bolsa Chica wetlands and in nearby Central Park. To ensure that no impacts to migratory birds would occur, the environmental document (in the IS/NOP and as also reflected in the Mitigation Monitoring and Reporting Program) will include a mitigation measure that requires preconstruction surveys for nesting migratory birds.

■ Cultural Resources

It is expected that cultural resources would be “scoped out” in the IS/NOP for the proposed project. The project site is developed with a one- to two-story shopping center, which is not listed as a historic resource according to the City of Huntington Beach. Further, the site is not listed on any state or federal registers of historical places, resources, landmarks, or points of interest. As previously mentioned in the project team member’s biographies, we will have our in-house architectural historian state that the project site is not historically significant.

Because there is the potential to discover buried cultural resources (paleontological, archaeological, or human remains) at this site, which is the same for nearly any site in Southern California, particularly if subsurface project elements are proposed (i.e., subterranean parking garage, load-bearing structures), EIP/PBS&J will conduct a records check through the South Central Coastal Information Center at California State University, Fullerton and the County of Los Angeles Museum of Natural History (or the San Diego Natural History Museum, depending on who has the best records for paleontological resources) to determine whether there are known subsurface resources at the project site. Additionally, in accordance with Senate Bill (SB) 18, EIP/PBS&J will conduct a records check through the Native American Heritage Commission. The request will be prepared by EIP/PBS&J on the City’s letterhead. If there are known (or recorded) subsurface resources at the project site based upon this inquiry, we would

develop a cultural resources recovery program under a separate contract authorization. However, in most cases, there are no recorded subsurface cultural resources, and all protection of subsurface cultural resources occurs during the construction process. Using standard industry practice, we propose to apply a comprehensive set of construction-related mitigation measures to reduce this impact to a less-than-significant level, and, much like for biological resources, we will include these mitigation measures in the IS/NOP (and also in the Mitigation Monitoring and Reporting Program).

■ Geology and Soils

As described under Task 2 (Prepare Technical Studies), a Geotechnical Technical Study will be prepared by EIP/PBS&J. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the EIR geology and soils section.

■ Hazards and Hazardous Materials

Based on our conversations with the City, it is our understanding that the Applicant will provide the Phase I Environmental Site Assessment (Phase I ESA) to determine whether any hazardous conditions could exist at the project site. It is assumed that the hazards and hazardous materials section of the EIR will substantially rely upon the Phase I ESA, supported by the expertise of our in-house Registered Environmental Assessor.

The EIR will describe past uses of the project site and will consider the potential for encountering previously unidentified contamination or hazards related to past uses. If necessary, appropriate mitigation would be identified, consistent with the recommendations included in the Phase I ESA. The EIR will also describe planned uses at the project site that could create hazards for existing or future residents or occupants, such as those associated with the use, disposal, transportation, or potential upset of hazardous materials, including those typically used for commercial and/or residential cleaning. Federal, state, County, and City laws and regulations governing hazardous materials will be summarized. Due to the nature of the proposed project, it is not assumed that the project would emit hazardous emissions or handle acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. While Goldenwest College is within one-quarter mile of the project site, the proposed project is not anticipated to result in hazardous emissions or handle acutely hazardous materials, substances, or wastes.

The Southern Pacific Railroad right-of-way traverses along the eastern side of the proposed project site; therefore, the EIR will evaluate whether the project could result in a safety hazard for people residing or working near a railway line. Based upon our recent meeting with the City regarding this RFP, we understand that approximately four trains per week use the Southern Pacific railroad tracks that are located east of, but adjacent to, the proposed project. However, we understand that the City has received funding through the Go Local program, which is a program to implement city-initiated transit extensions to Orange County Transportation Authority's Metrolink commuter rail line, which may be used to study the feasibility of using the adjacent railroad tracks for commuter rail purposes. The feasibility study is still speculative in that it would only be conducted if the City of Westminster agrees to use its Go Local funding, at least in part, to fund the study, and that determination has not yet been made.

Additionally, Southern California Edison owns a small site with two transmission towers that abut the project site at its northeast corner; therefore, the EIR will evaluate whether the project could result in a safety hazard for people residing or working within an electromagnetic field (EMF) area. The EIR will also evaluate the extent to which the project could impair or physically interfere with an adopted emergency response plan or emergency evacuation plan, or expose people or structures to a significant risk of loss, injury, or death involving wildland fires, the latter of which is extremely unlikely.

■ Hydrology and Water Quality

As described under Task 2 (Prepare Technical Studies), a Wet Utilities (Water, Sewer, and Storm Drain) Technical Study will be prepared by EIP/PBS&J. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the hydrology and water quality section of the EIR related to storm drain capacity. EIP/PBS&J will use our in-house hydrologist to prepare this section of the EIR and to provide a useful interface with the City's public works department.

Existing hydrologic conditions will be analyzed in the EIR, including the extent and nature of the existing watershed, groundwater recharge and supply (which is expected to be nonexistent in this area), drainage conditions, and water quality. Surface water resources will be described for the project area. Existing and planned drainage and flood control facilities will also be described. The 100- and 500-year floodplains within the project vicinity will be mapped, and any exposure of structures to the 100-year floodplain will be evaluated. According to the Federal Environmental Management Agency, the site is located in Zone A, which is defined as "Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones." Additional information regarding Zone A, and how it applies to the project site and the proposed project, would be provided in the EIR.

The potential increase in the rate of runoff as a result of the proposed project will be described and compared to pre-development conditions, although it is anticipated that the rate of runoff would remain constant given that the site is currently impervious and would remain impervious. The EIR will analyze whether the proposed project would adversely alter the existing drainage pattern of the site, such that flooding, erosion, or other degraded water quality conditions would occur. As would be expected, impacts related to erosion are not considered likely, particularly assuming compliance with the requirements of the National Pollutant Discharge Elimination System (NPDES) program during construction activities.

A description of existing water quality conditions will be compiled based on existing studies or inquiries to local agencies. The environmental analysis will address potential changes in surface water and groundwater quality as a result of site development. EIP/PBS&J will discuss the applicability of relevant water quality regulations to reduce potential effects. These requirements would include, but would not be limited to, the Santa Ana Regional Water Quality Control Board NPDES permit requirements for construction and operational activities and the *Clean Water Act* Section 303(d) list of impaired waterbodies (to the extent that the proposed project could affect such a waterbody). In addition, this section would determine whether the project would result in a rate of flow that exceeds any downstream

storm drain facility's capacity, or result in runoff that exceeds the pre-developed condition. The utilities and service system section will reference this analysis in the threshold that addresses storm drain capacity.

The risk of inundation by tsunamis will be addressed in the EIR; however, the risk of inundation by seiches or mudflows will be "scoped out" in the IS/NOP. There is no nearby waterbody that could result in a seiche, and similarly, there are no mountain ranges in close enough proximity to result in mudflows at the project site.

■ Land Use and Planning

The Land Use section of the EIR will describe the consistency of the proposed land use with relevant planning documents, such as the City of Huntington Beach General Plan. Additionally, we will conduct a review of Specific Plan No. 13 (applicable to the adjacent Bella Terra site) to confirm whether or not there are any policies or issues that the Ripcurl project should take into consideration. Finally, the Ripcurl project is within the area that will be studied under the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project. Based on our conversations with the City, the schedule for the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project will trail the Ripcurl project. Therefore, it is assumed that the Ripcurl Project EIR will be consistent with the general policy direction and vision of the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project in its current state of development, and the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project will reflect the Ripcurl project.

According to the City's General Plan, the project site is located in one of the City's five redevelopment project areas, known as the Huntington Center. The project site has a General Plan designation of CG-F1-d. This designation translates to General Commercial-0.35 FAR-Design Overlay. The project site currently has a zoning designation of General Commercial, consistent with the General Plan. Residential uses are not currently permitted, with the exception of some group residential quarters. Since the General Plan and Zoning Code do not currently allow residential uses at this location, the proposed project would require the following entitlements: General Plan Amendment; Zoning Text Amendment; and, Zoning Map Amendment.

The land use section, as well as other sections of the EIR, such as population, employment, and housing, would address the anticipated changes between what was assumed in the relevant planning documents and what is being evaluated as part of the CEQA review process. The EIR will describe existing land uses, intensities, and patterns in the vicinity of the project site and the compatibility of the proposed project with development along the Beach Boulevard/Edinger Avenue corridor, as well as Golden West College to the west. The EIR will evaluate any potential conflicts between the proposed development and surrounding uses. These conflicts could include a use that would create a nuisance for adjacent properties or result in incompatibility with surrounding land uses, such as difference in the physical scale of development, noise levels, traffic levels, or hours of operation. However, since surrounding land uses are primarily commercial, we do not anticipate any land use issues related to incompatibility. The EIR will evaluate the extent to which adopted City development standards or proposed design standards would eliminate or minimize potential conflicts between the proposed project and adjacent uses.

■ Mineral Resources

It is expected that mineral resources would be “scoped out” in the IS/NOP for the proposed project. The project site has never been utilized for mineral extraction, and it is not anticipated that mineral resources exist at the project site.

■ Noise

As described under Task 2 (Prepare Technical Studies), a Noise Technical Study will be prepared by EIP/PBS&J. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the EIR noise section.

■ Population, Housing, and Employment

The proposed project could alter the population, employment, and housing characteristics for the area. In cooperation with the City, we will determine whether the proposed project’s residential development component would increase the population of the City with the provision of up to 500 more residential units, or simply accommodate existing in population. Similarly, we will determine (in cooperation with the City) whether any of the commercial uses would induce population growth, which is fairly unlikely given the type of uses proposed. The proposed project’s commercial population would result in an increase in employment opportunities and the daytime population of the area. The potential population increase associated with the proposed project would be estimated based on the number and type of dwelling units proposed and/or the employment generation will be estimated based on the proposed acreages and assumed floor area ratios (FAR) for commercial uses. This would result in a redistribution and/or increase of the population and employment generating characteristics of the city and county as a whole because the project site is not presently designated for this intensity of residential or commercial development.

The City’s Affordable Housing regulations (Title 23m Chapter 230, Section 230.26) implement the goals, objectives, and policies of the City’s Housing Element. They are intended to encourage very low-, low-, and median-income housing that is integrated, compatible with and complements adjacent uses, and is located in close proximity to public and commercial uses. These regulations are used in the City to meet its commitment to provide housing that is affordable to all economic sectors, and to meet its regional fair-share requirements for construction of affordable housing. New residential projects containing three or more units are required to provide a minimum of 10 percent of total units as affordable housing, either on- or off-site. Rental units included in a project shall be made available to very low- or low-income households and for-sale units included in the project shall be made available to very-low, low-, or median-income level households. According to SCAG’s Final Regional Need Allocation Plan (approved by the SCAG Regional Council on July 12, 2007), during the planning period of January 1, 2006, and June 30, 2014, the City of Huntington Beach needs to provide 454 very low-income households, 369 low-income households, and 414 moderate-income households. The EIR will evaluate the project’s consistency with housing affordability requirements. The EIR will summarize the employment and housing characteristics of the City and region based on existing documentation. Applicable General Plan

policies regarding population, housing (including affordable housing), and employment opportunities will be described and analyzed.

■ Public Services

To determine whether adequate public services could be provided to serve the project site, EIP/PBS&J will contact the Huntington Beach Police Department and the Huntington Beach Fire Department to request current information on existing and planned service levels, staffing levels, and response times. Using factors developed in consultation with these agencies and City staff, the demand for police and fire services will be quantified and compared to existing and planned service levels. The impacts of the project upon the ability of the service providers to maintain acceptable service levels will also be included.

With respect to schools, the EIR will also describe existing and projected school enrollment for the Huntington Beach City School District (HBCSD) with a focus on local feeder schools. The EIR will discuss State school fee requirements and their relationship to CEQA and mitigating impacts on schools.

With respect to libraries, EIP/PBS&J will contact the City for information on existing and planned capacity of the library system. Based on input from the City, project demand will be evaluated, along with the need for additional facilities.

Letters describing the proposed project will be sent to service providers, and responses will be requested, as appropriate, to document the services' and facilities' current and planned response times, usage rates, and/or capacities. The ability of existing public services to meet demands of the proposed project will be described. If required, any additional capacity, services, or personnel needed will be discussed. Further, any unique public service needs due to the proposed use of the site will be discussed. Anticipated impacts will be assessed, and mitigation measures, if necessary, will be provided.

■ Recreation

The City of Huntington Beach has enacted ordinances that implement the "*Quimby Act*." The *Quimby Act* allows a legislative body of a city or county to require the dedication of land or impose a requirement for payment of in-lieu fees, or a combination of both, for park or recreational purposes as a condition to the approval of residential development. Chapter 254.08 of the City's Zoning Ordinance, Parkland Dedication, implements the provisions of the *Quimby Act*. The park and recreational facilities for which dedication of land and/or payment of an in-lieu fee as required by this Chapter are in accordance with the policies, principles and standards for park, open space and recreational facilities contained in the General Plan.

The requirements of Chapter 254.08 are complied with through the dedication of land, payment of a fee, or both, at the option of the City, for park or recreational purposes at the time and according to the standards and formula contained within this Chapter. The amount and location of land dedicated or the fees to be paid, or both, will be used for acquiring, developing new or rehabilitating existing community and neighborhood parks and other types of recreational facilities. These facilities will be provided in locations that bear a reasonable relationship to the use of the park and recreational facilities by the future

inhabitants of the subdivision generating such dedication of land or payment of fees, or both. Chapter 254.08 requires that 5 acres of property for each 1,000 persons residing within the City be devoted to local park and recreational purposes.

The EIR will update the list of existing and planned park facilities in the area, and determine the demand for parkland generated by the increase in permanent or daytime population from the project using methodology approved by the City. Since a residential project is proposed, the City's *Quimby Act* requirements would be included as a mitigation measure in the EIR.

■ **Transportation/Traffic (Austin-Foust Associates, Inc.)**

As described under Task 2 (Prepare Technical Studies), a Traffic Technical Study will be prepared by Austin Foust Associates, Inc. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the EIR transportation/traffic section.

■ **Utilities and Service Systems**

As described under Task 2 (Prepare Technical Studies), a Wet Utilities (Water, Sewer, and Storm Drain) Technical Study will be prepared by EIP/PBS&J. This technical study, once reviewed and approved by the City, will provide the basis for the preparation of the utilities and service system section of the EIR related to storm drain capacity (by referring to the analysis provided in the hydrology and water quality section), sewer treatment, and water supply. Additionally, a Water Supply Assessment (WSA) will be prepared if required.

The EIR will evaluate the ability of all utilities to serve the proposed project. Based on the Wet Utilities Technical Study, the following analysis will be provided:

- The EIR will identify anticipated water demand
- The EIR will describe the City's water entitlements and water sources, based on information from the Urban Water Management Plan, including groundwater resources and wells
- The EIR will evaluate the need for additional water supply, treatment, and/or conveyance infrastructure improvements needs to serve the proposed project
- The EIR will estimate wastewater flow using factors provided from the City's Public Works Department
- The EIR will describe the existing and planned capacity of the regional wastewater treatment plants, and the location of existing and planned sewage collection systems
- The EIR will evaluate the need for increased wastewater treatment plant capacity and conveyance systems in the project vicinity

The City's solid waste collection service is provided by Rainbow Disposal, which collects all of the solid waste generated in the City of Huntington Beach. The EIR will provide a description of existing and future landfill capacity at the landfills that accept waste from the City of Huntington Beach and describe any regulations associated with State-mandated waste reduction requirements. The amount of solid waste that could be generated by the proposed project will be quantified based on factors developed in consultation with the City. Projected solid waste will be compared to existing and future landfill capacity

to determine whether the changes in land use would substantially shorten the life of the landfill or necessitate expansion of the landfill.

EIP/PBS&J will contact Southern California Gas Company and Southern California Edison for information concerning existing and planned energy infrastructure and sources that could serve the project site. This information will be summarized in the EIR. Based on factors provided by the service providers, the EIR will quantify estimated energy use for the proposed project. This demand will be discussed with the service providers to determine whether there is ample supply. The EIR will briefly and qualitatively discuss the likely sources of supply and the potential impacts of such energy sources. The EIR will identify on-site and off-site infrastructure needed to provide electricity or gas to the project site.

Cumulative Impacts

Cumulative impacts will be specified in the individual sections of the EIR. The cumulative analysis will be qualitative in nature and will be based upon known projects, either approved, proposed (applications on file), or reasonably foreseeable, within a defined area around the proposed project, as determined by the factors relevant to each environmental issue area. The cumulative impact assessment will be based on potential development projects that may, in combination with the proposed project, create cumulatively considerable environmental impacts, as required by Section 15130 of the 2004 CEQA Guidelines.

Other CEQA Sections

Summary. This section will be in tabular format and will briefly describe the impacts of the proposed project, the level of significance of impacts, recommended mitigation measures, and the level of significance after the recommended mitigation measures are implemented.

Long-Term Implications. The EIR will discuss all significant unavoidable adverse impacts. The EIR will discuss any potential growth-inducing and irreversible impacts of the proposed project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth will be qualitatively analyzed, to the extent that they are applicable.

Alternatives. In order to accurately define alternatives, EIP/PBS&J will work with the City to first clearly articulate project objectives. The EIR can then most effectively assess alternatives in light of CEQA's mandate to reduce significant project impacts while meeting the project's basic objectives. EIP/PBS&J proposes a two-tiered approach to the alternatives analysis, which is to (1) describe the alternatives screening process and (2) describe and analyze those alternatives selected for detailed study. This will allow the EIR to demonstrate the consideration given to a sufficiently broad range of alternatives.

The alternatives screening process will provide an opportunity for the EIR to describe the process used to identify alternatives. The section will describe a range of alternatives initially considered, including their ability to meet "screening criteria." Alternatives not carried forward for detailed analysis will be identified, and the reason for rejection of these alternatives will be specified.

For those alternatives described in detail, the EIR will qualitatively address the environmental impacts that would result. EIP/PBS&J will work closely with City staff to develop up to three alternatives to the

proposed project, including (1) no project alternative (including the no project/no development alternative and the no project/reasonably foreseeable use alternative), (2) alternative density or land use scenario, and (3) a third alternative to be determined once key project impacts have been further defined.

The alternatives will be provided in a sufficient level of detail for comparison with the proposed project. Each alternative will be evaluated with respect to each key impact category. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the alternative will also be discussed and the environmentally superior alternative will be identified. During the course of the environmental analysis, minor variations to the proposed project that could have the effect of reducing or eliminating environmental concerns may become apparent. These variations will be recommended, where feasible.

Appendices. All Technical Studies (described in Task 2), survey results, data, and public and agency comments (as well as the Lead Agency’s responses) will be included as appendix material to the Draft EIR.

Miscellaneous. In addition, as requested by the RFP, EIP/PBS&J would be available to assist in the preparation of memoranda and letters on behalf of City staff that address environmental issues associated with the proposed project.

List of Products

- Fifteen (15) copies of a list of thresholds and impact statements that would be used in the Draft EIR
- Ten (10) bound copies of the Administrative Draft EIR, including Technical Appendices
- Attendance at one (1) meeting to discuss changes to the Administrative Draft EIR

TASK 6 Prepare Public Review Draft EIR and Notice of Completion, and Attend Public Meetings on the Draft EIR

Subtask 6A Prepare Public Review Draft EIR and Notice of Completion

EIP/PBS&J will prepare a Draft EIR for public review that incorporates all of the comments on the Administrative Draft EIR. The Draft EIR will be comb-bound, using heavy stock paper for the cover, rather than plastic or laminate. EIP/PBS&J will provide the City with fifteen (15) printed copies and two (2) CD copies of the Draft EIR for distribution to internal City departments and/or local organizations, as well as one (1) PDF version of the document on CD-ROM. It is assumed that EIP/PBS&J will distribute the requisite fifteen (15) CD copies of the Draft EIR (including its technical appendices) and fifteen (15) hard-copies of the Draft EIR’s Executive Summary to the State Clearinghouse. In addition, EIP/PBS&J will distribute up to twenty-five (25) hard copies of the Draft EIR to persons, organizations, or agencies identified on a distribution list that would be collaboratively developed by the City and EIP/PBS&J. Of the total of forty (40) hard copies of the Draft EIR, which include fifteen (15) copies for the City and twenty-five (25) copies to be mailed by EIP/PBS&J, only

twenty-five (25) copies would include bound copies of the technical appendices. In addition, one unbound reproducible copy of the Draft EIR and technical appendices would be provided to the City.

It is assumed that EIP/PBS&J would be responsible for preparation of the Notice of Completion, while the City would be responsible for any applicable filing fees. It is assumed that EIP/PBS&J will distribute the NOC along with the Draft EIR to the State Clearinghouse and up to twenty-five (25) persons, organizations, or agencies. It is assumed that the City would be responsible for distribution of the NOC to area property owners, local organizations, and departments within the City (some of which will also receive a copy of the Draft EIR), as well as publication in a local newspaper and transmittal of the NOC to the County of Orange.

List of Products

- Seventeen (17) electronic copies of the Draft EIR (including the technical appendices) on CD, forty (40) hard copies of the Draft EIR, and twenty-five (25) hard copies of the Draft EIR's technical appendices
- One (1) copy of the Draft EIR, provided in Microsoft Word format and web-quality PDF format on CD-ROM; the PDF shall be indexed and searchable by chapter
- One (1) unbound reproducible original copy of the Draft EIR and technical appendices
- One (1) Administrative Draft copy of the Notice of Completion for City review
- Fifty-five (55) Final copies of the Notice of Completion to accompany the Draft EIRs that would be distributed (whether in hard copy or electronic format)
- One (1) Final copy of the Notice of Completion in hard copy and electronic format for the City to use for distribution to nearby property owners, organizations, the County of Orange, departments within the City, and for publication in a local newspaper

Subtask 6B Attend Public Information Meeting on the Draft EIR

EIP/PBS&J will attend one (1) Public Information Meeting for the proposed project. It is assumed that the City of Huntington Beach would coordinate and facilitate the Public Information Meeting and that presentation materials describing or illustrating the project will be provided by the Applicant. EIP/PBS&J would take detailed notes regarding the issues raised by commenting individuals that should be addressed in the final EIR. In addition, EIP/PBS&J would be available to provide an overview of the CEQA process, and answer questions raised by the public regarding the CEQA process and/or general questions regarding technical analytic methods. Ms. Vitar would be available to attend all public meetings and would provide all necessary public presentations, unless another individual is approved by City staff.

EIP/PBS&J will also prepare a memorandum summarizing the key environmental issues of public concern that were raised.

List of Products

- Attend one (1) EIR Public Information Meetings by EIP/PBS&J's Project Manager and/or Deputy Project Manager
- Fifteen (15) copies of a memorandum outlining issues raised during the EIR Public Hearings

TASK 7 Develop Final EIR Work Plan and Prepare Administrative Final EIR and Mitigation Monitoring and Reporting Program

Subtask 7A Develop Final EIR Work Plan

It is assumed that the City will compile and transmit all written comments on the Draft EIR throughout the public review period and as one unified set of comments following the close of the public review period. EIP/PBS&J will confer with the City to review written comments on the Draft EIR, including comments from public meetings and hearings, to develop a general strategy for preparation of responses. To the maximum extent feasible, topical responses will be provided for broad issue areas if there is extensive public comment. EIP/PBS&J will consult with the project team to review and revise, if necessary, the project schedule that was developed and reviewed as part of Task 1 based upon the number of comment letters received. In addition, a matrix will be prepared that will identify each comment, whether the response is anticipated to be individual or topical, and the team members responsible for preparing the response.

List of Products

- Prepare one (1) matrix identifying comments, environmental issue areas addressed by each comment, and work assignments, including dates of completion
- Attendance at one (1) strategy meeting to discuss responses to comments

Subtasks 7B Prepare Administrative Final EIR (Response to Comments and Text Revisions) and Mitigation Monitoring and Reporting Program (MMRP)

The Response to Comments volume of the Final EIR will include all comments received, responses to those comments, and standard introductory material. The Mitigation Monitoring and Reporting Program (MMRP) would be provided separately, but prepared concurrently with the Final EIR. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. In addition, where the text of the Draft EIR must be revised, the text will be isolated as “text changes” in the Response to Comments volume, indicating deleted text by ~~strikeout~~ and inserted text by double-underline. The text of the Draft EIR will not be revised. The Final EIR will collectively consist of the Draft EIR, the Response to Comments document, and the technical appendices.

It is assumed that the Final EIR would be provided at least 10 days prior to consideration for certification by the City to any commenting public agency and any member of the public who has requested the document. Further, the MMRP will be designed to ensure compliance with all adopted mitigation measures during project implementation. The MMRP will be in table format and will specify project-specific mitigation measures, as well as standard conditions of approval that are applicable to the project, if requested by the City. Mitigation timing and responsible parties will also be identified. The objective of the MMRP is to ensure compliance with Public Resources Code Section 21081.6, as

mandated by Assembly Bill 3180 (Cortese 1988), which requires that a lead agency adopt an MMRP at the time an EIR is certified.

An estimated budget has been prepared for the responses to comments effort. While the actual scope and extent of public comments (in either written or oral format) cannot be definitively determined at this time, we have tried to provide a conservative, yet realistic, estimate of the scope of work that would be required for this project, in order to avoid the need for a contract amendment. In addition, and according to previous practice with the City, if there is a significant number of comment letters beyond those anticipated at this time, we may be able to use the contingency funds with the advance approval of the City.

List of Products

- One (1) memorandum indicating the adequacy of the estimated budget for the responses to comments work effort
- Ten (10) copies of the Administrative Final EIR (Response to Comments) and MMRP to the City
- Attendance at one (1) meeting to discuss changes to the Administrative Final EIR

TASK 8 Prepare Final EIR for Public Review, Attend Certification Meeting, and File Notice of Determination

Subtask 8A Prepare Final EIR for Public Review

EIP/PBS&J will prepare a Final EIR and MMRP that incorporates all of the comments on the Administrative Final EIR and MMRP. The Final EIR will be comb-bound, using heavy stock paper for the cover, rather than plastic or laminate. EIP/PBS&J will provide the City with forty (40) printed copies and two (2) CD copies of the Final EIR, as well as one (1) PDF version of the document. EIP/PBS&J will distribute the Final EIR to an additional 25 commenting agencies, which would include appropriate persons or agencies on the City's mailing list and any public agency that commented on the Draft EIR. For public agencies that commented on the Draft EIR, they would be provided with a Final EIR at least ten days prior to the meeting during which the City would consider certification of the EIR.

List of Products

- Two (2) electronic copies of the Final EIR and MMRP, provided on CD, and sixty-five (65) in hard copy format, which would include 40 copies that would be sent to the City and 25 copies that would be distributed by EIP/PBS&J to public agencies
- One (1) copy of the Final EIR and MMRP on CD-ROM, formatted in Microsoft Word and Portable Document format (PDF). The PDF shall be indexed and searchable by chapter.
- One (1) unbound reproducible original copy of the Draft EIR and technical appendices.

Subtask 8B Attend Planning Commission and City Council Meetings and File Notice of Determination

EIP/PBS&J will attend the Planning Commission and City Council meetings during which approval of the project and certification of the Final EIR would be considered. It is assumed that the City of

Huntington Beach would coordinate and facilitate the meetings and that oversized presentation materials describing or illustrating the project will be provided by the Applicant. EIP/PBS&J would be available to answer questions raised concerning the CEQA process and/or technical questions regarding the analysis contained in the EIR. Ms. Terri Vitar would attend all public meetings and would be available to provide all necessary public presentation, unless another individual is approved by City staff.

In addition, EIP/PBS&J would prepare and file the Notice of Determination with the County Clerk if the Final EIR is certified. It is assumed that the City or the Applicant would be responsible for any applicable filing fees.

List of Products

- Attend a total of three (3) Planning Commission and City Council meetings by EIP/PBS&J's Project Manager and Deputy Project Manager. It is assumed that at least one meeting would be before the Planning Commission and at least one meeting would be before the City Council.
- One (1) Administrative Draft Notice of Determination
- One (1) final Notice of Determination

TASK 9 Prepare Certification Documents

Subtask 9A Prepare Certification Documents

EIP/PBS&J will prepare draft Findings of Fact for each significant effect identified in the EIR and prepare a Statement of Overriding Considerations, if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the City regarding the benefits of the project. EIP/PBS&J will consult with City staff to review and finalize the Findings and Statement of Overriding Considerations for the City's ultimate adoption. While the RFP requested that we also prepare draft resolutions as part of the certification documents, upon further discussions with the City, it has been determined that preparation of draft resolutions is not required.

List of Products

- Two (2) Administrative Draft Certification Documents
- One (1) unbound reproducible original copy of the final Certification Documents

TASK 10 Attend Project Meetings

Subtask 10A Attend Project Meetings

EIP/PBS&J will attend a maximum of five (5) meetings during preparation of the EIR as suggested in the Request for Proposals, which is a reasonable estimate given our previous experience with other City EIR projects. Even considering the proximity of this project with the Bella Terra project, which would provide some efficiencies, it is unlikely that both projects would be proceeding along the same timeline; as such, it is unlikely that we would have overlapping issues given that the environmental documents

would be in different phases of preparation. As noted during our recent meeting with the City, it is likely that the Bella Terra project would precede the Ripcurl project by one to two months,² and the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project would be another two to three months behind the Ripcurl project.³ Therefore, it is likely that many of the issues would be addressed serially, rather than concurrently. In our experience, meetings typically are held to address comments on the technical studies, the Draft EIR, the Final EIR, and in association with specific issues that arise during preparation of the environmental document. To the extent that similar issues arise between the Bella Terra project and the Ripcurl project, we could arrange for joint meetings as part of this meeting budget. In addition, EIP/PBS&J will also be available to attend one (1) study session with the Planning Commission.

As previously reflected in our scope of work, we will also attend the following meetings, with the budget for these meetings assigned to the tasks indicated below:

- A project kick-off meeting (see Task 1)
- The Scoping Meeting (see Task 3)
- The Public Information Meeting (see Task 6B)
- Up to three (3) Planning Commission and City Council meetings during which approval of the project and certification of the EIR will be considered

Therefore, in total, we will be available to attend a total of fifteen (15) meetings (including one study session with the Planning Commission), and some of these meetings can be used for multiple purposes, if necessary. In addition, we would be available to consult with the City via teleconference, as needed.

List of Products

- Attendance at up to five (5) project meetings and one (1) study session with the Planning Commission by the EIP/PBS&J Project Manager and/or Deputy Project Manager; if only one individual attends a meeting, as agreed to by the City of Huntington Beach, we would be available to attend another meeting in its place (by one individual) or we could use the funds for another purpose with prior approval by the City

TASK 11 Project Management and General Coordination

Subtask 11A Project Management and General Coordination

The purpose of this task is to manage the EIP/PBS&J project team, manage the EIR preparation effort, and maintain constant, close communication between the Applicant, the Applicant's team, the City, and the EIR team. This task is also intended to ensure that the project will be completed on time and within budget, and that all work products are of the highest quality. EIP/PBS&J will coordinate the team's work

² The project schedules for the Ripcurl Project and Bella Terra Phase II project show the same kick-off date; however, it is assumed that the Ripcurl project would come before City Council one to two months later than the Bella Terra Phase II project.

³ It is assumed that the Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan project would start in about four months and would come before City Council within approximately one year.

for the communication of issues, transmittal of comments, financial management, and other project management matters.

Schedule

EIP/PBS&J proposes the following schedule to complete a Final EIR within one year of kick-off of the EIR process for the Ripcurl project. Because we understand that the Applicant for this project may not be in as advanced state of project planning as the Applicant for the nearby Bella Terra project, we are assuming that preparation of the technical reports, including receipt of information from the Applicant, may require more time. However, the Final EIR would still be available for consideration by the City of Huntington Beach within one year of project kick-off.

EIP/PBS&J understands the importance of meeting the schedule outlined below and has confirmed technical staff and subconsultant availability to meet this schedule, assuming that adequate information regarding the project and a mutually acceptable scope of services is available when the City provides EIP/PBS&J with a notice to proceed. Other factors that could lengthen or shorten the schedule include dates of receipt of project information, length of City review, and unanticipated issues arising from City staff or public review of the environmental documents.

Target dates:

- Kickoff MeetingBy August 17, 2007

Initial Study/Notice Of Preparation (IS/NOP) and Notice of Completion (NOC)

- Submittal of Administrative Draft IS/NOP and NOCBy August 31, 2007
- Receipt of Comments on Administrative Draft IS/NOP and NOC..... By September 14, 2007
- Publication of Final IS/NOP and NOC By September 24, 2007
- 30-Day IS/NOP Public Review Period.....September 24, 2007-October 24, 2007
- Attend Scoping Meeting.....During IS/NOP Public Review Period

Technical Studies

- Submittal of Applicant-Prepared Technical Studies By September 24, 2007
- Peer Review of Applicant-Prepared Technical Studies By October 1, 2007 and ongoing
- Submittal of First Administrative Technical Studies⁴ By October 19, 2007
- Receipt of Comments on First Administrative Technical Studies..... By November 9, 2007
- Submittal of First Final Technical Studies..... By November 22, 2007
- Submittal of Second Administrative Technical Studies⁵ By November 30, 2007
- Receipt of Comments on Second Administrative Technical Studies.....By December 21, 2007
- Submittal of Second Final Technical Studies By January 18, 2008

⁴ This includes traffic, geotechnical, and wet utilities (including the water supply assessment).

⁵ This includes air quality and noise, which must be completed after the traffic report is substantially complete.

Draft Environmental Impact Report (EIR) and Notice of Completion (NOC)

- Submittal of Administrative Draft EIR and NOCBy February 15, 2008
- Receipt of Comments on Administrative Draft EIR and NOC..... By March 7, 2008
- Publication of Draft EIR By April 1, 2008
- 45-Day Draft EIR Public Review Period April 1, 2008-May 15, 2008
- Public Hearings on Draft EIRDuring EIR Public Review

Final Environmental Impact Report and Notice of Determination (NOD)

- Submittal of Administrative Final EIR/MMRP and NODBy June 6, 2008
- Receipt of Comments on Administrative Final FEIR/MMRP and NOD By June 27, 2008
- Submittal of Administrative Certification Documents By June 27, 2008
- Receipt of Comments on Administrative Certification DocumentsBy July 11, 2008
- Submittal of Final Certification Documents By July 18, 2008⁶
- Publication of Final EIR/MMRP.....By July 18, 2008
- File NODWithin 5 days of certification of EIR
- Attend Planning Commission/City Council Hearings During August 2008

Project Meetings and Management

- Attend Project MeetingsOngoing
- Project Management and General CoordinationOngoing

The overall schedule for completion of the EIR will specifically depend on several factors, some of which are outside of EIP/PBS&J's control. In particular, the availability of City staff to review the revised project description, agree on the scope of the document, review the technical studies, and review the draft environmental document will be key factors. The schedule includes the following specific assumptions:

- Receipt of complete and accurate project data within two weeks of the project kick-off meeting
- Stable project description throughout the EIR process
- Receipt of complete and accurate technical reports within the schedule identified above

If we are selected for two or more of the projects (Bella Terra Phase II, Ripcurl, and/or Beach Boulevard/Edinger Avenue Corridor Study/Specific Plan), we propose to prepare a single schedule that overlap each of the project's schedules in order to better anticipate and respond to critical work periods.

Budget

EIP/PBS&J has prepared a cost estimate that is competitive, yet accurately reflective of the level of effort required to complete the scope of services requested by the City based on our understanding of

⁶ Submittal of the Final Certification documents could be later, depending on the Planning Commission meeting date.

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EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule: See attached rate sheet and payment schedule

B. Travel

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.
2. As CITY sometimes uses consultants that are outside of the nearest metropolitan area, CITY is very conscious of travel costs. Subject to agreement otherwise, CONSULTANT will be held to charging no fees on travel time to or from Huntington Beach.
3. Automobile expenses are limited to the IRS standard business mileage rate. All other travel expenses must be approved in advance by CITY in writing. Requests for approval shall be submitted at least fourteen (14) days in advance, to allow for reduced transportation fares. Meals are not billable to CITY, without prior written consent of CITY.

C. Billing

1. All billing shall be done monthly in one-fifteenth-hour (0.15) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or

EXHIBIT "B"

Payment Schedule (Hourly Payment)

charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.

4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.
7. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
8. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
9. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the

E7 . 52

EXHIBIT "B"

Payment Schedule (Hourly Payment)

parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

10. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

E7.53

**Attachment B
Proposed Budget for the Ripcurl EIR
July 23, 2007**

TASK	COST								TOTAL	
	Project Manager	Deputy Project Manager	Senior Technical	Environmental Professional	Word Processing	General Administration	Graphics	Subtotal Hours		
	Senior Program Manager \$220.00	Senior Manager \$165.00	Senior Manager \$145.00	Associate Manager \$110.00	Senior Administrative \$115.00	Administrative Assistant \$95.00	Graphics \$95.00	Subtotal Dollars		
ENVIRONMENTAL IMPACT REPORT										
1.0 Project Start-Up Activities									\$3,440	
1a Attend One Project Kick-Off Meeting	8	8				4		20	\$3,440	
2.0 Prepare Technical Studies									\$23,230	
2a Prepare Air Quality Technical Study	2	1	8	40	2			53	\$6,395	
2b Prepare Geotechnical Technical Study	2	1	16		4			23	\$3,385	
2c Prepare Noise Technical Study	2	1	8	54	2			67	\$7,935	
2d Prepare Traffic Technical Study	Included under Subcontract								0	\$0
2e Prepare Wet Utilities Technical Study	2	1	8	32	2			45	\$5,515	
2f Prepare Water Supply Assessment	Included under Optional								0	\$0
3.0 Prepare IS/NOP, Notice of Completion, and Attend Scoping Meeting									\$8,170	
3a Prepare IS/NOP and Notice of Completion	2		6	24		8		40	\$4,710	
3b Attend Scoping Meeting	8	8						20	\$3,460	
4.0 Peer Review of Applicant-Prepared Technical Studies									\$3,090	
4a Peer Review of Applicant-Prepared Technical Studies	2	2	16					20	\$3,090	
5.0 Prepare Administrative Draft EIR									\$71,015	
5a Prepare Administrative Draft EIR:										
Introduction	1	1			40			40	\$8,400	
Executive Summary	12	1		2				4	\$605	
Introduction to the Analysis	1	1		2				4	\$2,805	
Effects Not Found to Be Significant (Agricultural Resources, Biological Resources, Cultural Resources, and Mineral Resources)	1	1		2				4	\$605	
Aesthetics	4	1		36				41	\$5,005	
Air Quality	1	1		8				10	\$1,265	
Geology and Soils	1	1		6				10	\$1,265	
Hazards and Hazardous Materials	2	32						34	\$5,720	
Hydrology and Water Quality	2	1	32					35	\$5,245	
Land Use and Planning	4	1	40					45	\$6,845	
Noise	1	2		8				11	\$1,430	
Population, Housing, and Employment	2	1		40				43	\$5,005	
Public Services	2	1		36				39	\$4,565	
Recreation	2	1		20				23	\$2,895	
Transportation/Traffic	2	1	20					23	\$3,505	
Utilities and Service Systems	2	1	36					39	\$5,825	
Alternatives	8	2		50				60	\$7,590	
Long-Term Implications	1	2		6				9	\$1,210	
EIR Prepares/References	1	1		3				5	\$715	
6.0 Prepare Public Review Draft EIR, Notice of Completion, and Attend Public Information Meetings on the Draft EIR									\$21,420	
6a Prepare Public Review Draft EIR and Notice of Completion	24	32		36		24		116	\$16,800	
6b Attend Public Meetings on the Draft EIR	12	12						24	\$4,620	
7.0 Develop Final EIR Work Plan, and Prepare Administrative Final EIR and Mitigation Monitoring and Reporting Program (MMRP)									\$33,310	
7a Develop Final EIR Work Plan	8	24						32	\$5,720	
7b Prepare Administrative Final EIR and MMRP	36	36	36	36	28	8	6	186	\$27,590	
8.0 Prepare Final EIR for Public Review, Attend Certification Meeting, and File Notice of Determination									\$28,100	
8a Prepare Final EIR for Public Review	22	32	32	32	32	16		146	\$23,490	
8b Attend Planning/City Council Meetings and File NOD	12	12						24	\$4,620	
9.0 Prepare Certification Documents									\$7,920	
9a Prepare Certification Documents	8	16		32				56	\$7,920	
10.0 Attend Project Meetings									\$13,860	
10a Attend Project Meetings	36	36						72	\$13,860	
11.0 Project Management and General Coordination									\$12,100	
11a Project management and General Coordination	40	20						60	\$12,100	
Contingency									\$33,851	
Contingency (15%)									\$33,851	
Total Hours	276	295	298	507	110	64	46	1,556		
TOTAL EIR LABOR	\$60,720	\$48,675	\$37,410	\$55,770	\$12,650	\$6,080	\$4,370	\$259,526	\$259,526	
Estimated EIR Direct Costs/Expenses										
Reproduction (Assumes up to 125 bound documents)										
40 copies of the Administrative Draft and Final Technical Studies at a maximum of \$8/document									\$320	
80 copies of the Draft and Final IS/NOP at a maximum of \$8/document									\$640	
10 copies of the Administrative Draft EIR of a maximum of \$130/document									\$1,300	
10 copies of the Draft EIR at a maximum of \$130/document									\$5,200	
65 copies of the Administrative Final EIR of a maximum of \$60/document									\$1,500	
65 copies of the Final EIR at a maximum of \$60/document									\$3,900	
Miscellaneous reproduction									\$1,000	
Mileage									\$120	
Delivery/Postage (ESTIMATED)									\$2,500	
Photos/Graphics (for figures for the EIR)									\$1,500	
Subtotal Direct Costs									\$17,980	
Administrative Fee (15% of direct costs)									\$2,697	
TOTAL EIR DIRECT COSTS/EXPENSES									\$20,677	
Estimated Subconsultant Costs/Expenses										
South Central Coastal Information Records Check									\$1,000	
County of Los Angeles Natural History Museum Records Check									\$1,500	
Traffic Technical Study (Austin Faust Associates)									\$31,000	
Subtotal Subconsultants									\$33,500	
Administrative Fee (15% of subconsultants)									\$5,025	
TOTAL SUBCONSULTANT COSTS/EXPENSES									\$38,525	
TOTAL EIR BUDGET (Excluding Optional Tasks)									\$318,726	
Optional Task: EIR/P&S J (Two visual simulations would only be prepared with prior approval from the City, based upon receiving architectural drawings containing project facades which include clear area and height dimensions)									\$4,500	
Optional Task: EIR/P&S J (Water supply assessment would only be conducted with prior approval from the City)									\$28,565	
TOTAL EIR BUDGET (Including Optional Tasks)									\$351,791	



**EIP, a division of PBS&J
California Science and Planning**

HOURLY BILLING RATES AND JOB CLASSIFICATIONS

Senior Division Manager/ Principal Technical Professional	\$190–\$260/hour
Senior Program Manager/ Senior Project Director/ Senior Planner IV/ Senior Scientist IV	\$175–\$220/hour
Program Manager/ Senior Environmental Manager III/ Project Director/ Senior Planner III/ Senior Scientist III	\$150–\$190/hour
Senior Environmental Manager/ Senior Planner II/ Senior Scientist II/ Senior Engineer II	\$120–\$160/hour
Associate Environmental Manager /Associate Planner/ Senior Scientist I	\$95–\$125/hour
Environmental Specialist / Planner II/ Scientist II	\$85–\$110/hour
Environmental Analyst / Planner I/ Scientist I	\$65–\$90/hour
Senior Administrator	\$90–\$120/hour
Senior Word Processor	\$75–\$100/hour
Word Processor	\$65–\$90/hour
Administrative	\$55–\$80/hour
Technical Aide I / Technical Intern I	\$45–\$65/hour
Mileage	\$.485/mile

In addition, identifiable, non-salary costs that are directly attributable to the project (i.e., travel, meals, lodging, auto rentals, printing and copies, graphic materials, phone charges, equipment and specialized computer charges, etc.) and subcontractor fees include a 15% administration charge to cover overhead and administration.

1. This schedule is effective until January 1, 2008, and is subject to annual and/or periodic revisions thereafter, as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt.
3. A late payment finance charge at a rate of 18% per annum (or the maximum amount allowed per law if lower) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
4. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2007

PRODUCER (305)822-7800 FAX (305)827-0585
Collinsworth, Alter, Fowler, Dowling
& French Group Inc.
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyds of London A XV	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	APPROVED AS TO FORM <i>Jennifer McGrath</i> JENNIFER McGRATH, City Attorney 9/24/07				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER Professional/Pollution Liability	LDUSA0600811	09/30/2006	09/30/2007	\$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate	
CLAIMS-MADE FORM							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: City of Huntington Beach Ripcurl Project

Issuing company will provide 30 days written notice of cancellation; 10 days for non-payment.

Named Insured Includes: EIP Associates, a Division of PBS&J

CERTIFICATE HOLDER

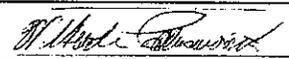
Huntington Beach, City of
Attn: Christopher S. Davis
2000 Main Street
Huntington Beach, CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/ANNA



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/14/07

PRODUCER
Holmes Murphy and Associates - Omaha
2637 South 158th Plaza
Suite 200
Omaha, NE 68130

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107th Avenue
Miami, FL 33172-2507

INSURER A: Steadfast Insurance Company/#26387
INSURER B: Zurich American Insurance Company/#16535
INSURER C: Zurich American Insurance Company / #16535
INSURER D:
INSURER E:

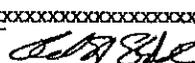
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	GLO 9139458-00	09/30/06	09/30/07	EACH OCCURRENCE	\$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000
X	Contractual Liability				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$ 2,000,000
C	AUTOMOBILE LIABILITY	BAP 9139457-00	09/30/06	09/30/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
X	ANY AUTO	BAP 9139486-00	09/30/06	09/30/07	BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
X	HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
X	NON-OWNED AUTOS				OTHER THAN EA ACC	\$
X	Contractual Liability				AUTO ONLY: AGG	\$
	GARAGE LIABILITY					
	ANY AUTO					
A	EXCESS LIABILITY	AUC 508762102	09/30/06	09/30/07	EACH OCCURRENCE	\$ 25,000,000
X	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 25,000,000
	DEDUCTIBLE					\$
	RETENTION \$0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 9139459-00	09/30/06	09/30/07	X WC STATUTORY LIMITS	
					OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: City of Huntington Beach Ripcurl Project
 Named Insured Includes: EIP Associates, a division of PBS&J. The City of Huntington Beach, its agents, officers, employees and the Redevelopment Agency of the City of Huntington Beach as their interest may appear are Additional Insureds on the General Liability and Automobile Liability with respect to the operations of the insured on the above project.

See attached for additional wording.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Huntington Beach Attn: Christopher D. Davis 2000 Main Street Huntington Beach, CA 92648	USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>90</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FIRST CLASS REGISTERED MAIL X THIS POLICY IS SUBJECT TO THE POLICY TERMS AND CONDITIONS OF THE POLICY WHICH ARE AVAILABLE TO THE POLICYHOLDER. X THIS POLICY IS SUBJECT TO THE POLICY TERMS AND CONDITIONS OF THE POLICY WHICH ARE AVAILABLE TO THE POLICYHOLDER. X THIS POLICY IS SUBJECT TO THE POLICY TERMS AND CONDITIONS OF THE POLICY WHICH ARE AVAILABLE TO THE POLICYHOLDER. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/14/07

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

SUPP (10/00)

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ZURICH

Additional Insured – Automatic - Owners, Lessees Or Contractors - Broad Form

Named Insured: Post, Buckley, Schuh & Jernigan, Inc. d/b/a PBS&J

Named Insured Includes: EIP Associates, a division of PBS&J

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO9139458-00	09/30/06	09/30/07	09/30/06		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs **A.** and **B.** above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D.** The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

E7. 61

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Name of Person or Organization:

**City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648**

RE: City of Huntington Beach Ripcurl Project

E7 . 62

**COMMERCIAL
AUTO INSURANCE**

COMMERCIAL INSURANCE
ENDORSEMENT

Insurance for this coverage part provided by:

Zurich American Insurance

Named Insured: **Post, Buckley, Schuh
& Jernigan, Inc. d/b/a PBS&J**

Policy Number: **BAP 9139457-00**

Policy Eff/Exp: **9/30/06 – 9/30/07**

Renewal of Number

**Named Insured Includes: EIP Associates, a division
of PBS&J**

ADDITIONAL INSURED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:

BUSINESS AUTO COVERAGE PART

SCHEDULE

NAME:

**City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648**

RE: City of Huntington Beach Ripcurl Project

**WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE
PERSON (S) OR ORGANIZATION (S) SHOWN IN THE SCHEDULE BUT ONLY WITH
RESPECT TO THEIR LIABILITY ARISING OUT OF:**

- A) YOUR WORK FOR THE ADDITIONAL INSURED(S) AT THE LOCATION
DESIGNATED, OR**
- B) ACTS OR OMISSIONS OF THE ADDITIONAL INSURED(S) IN CONNECTION
WITH THEIR GENERAL SUPERVISION OF "YOUR WORK" AT THE LOCATION
SHOWN IN THE SCHEDULE.**

**FOR CLAIMS ARISING OUT OF OPERATION, MAINTENANCE OR USE OF A COVERED
AUTO, THIS INSURANCE SHALL BE PRIMARY INSURANCE OVER ANY OTHER INSURANCE
AVAILABLE TO THE SCHEDULED INSURED.**

U-CA-388-A (07-94)

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ATTACHMENT #2



September 20, 2007

Ms. Mary Beth Broeren
Principal Planner
City of Huntington Beach

VIA EMAIL ONLY

mbroeren@surfcity-hb.org

RE: EIR for "The Ripcurl"

Dear Mary Beth:

The applicant, Amstar / Red Oak Huntington Beach, LLC, hereby authorizes the City's consultant to begin the EIR and to do up to \$15,000 of work now, instead of waiting several more weeks for City Council to approve the staff-recommended contract between the City and the consultant. In the unexpected event that Council fails to approve the contract, the applicant will pay for the work done.

Thank you for suggesting this idea as a way to accelerate our application.

Sincerely,

Alex Wong

Copy: Brian Cornell, Amstar Group

bcornell@amstargroup.com

2101 Business Center Drive * Suite 230 * Irvine, CA 92612

Tel: 949.733.2000 * Fax: 949.733.2005

E7.66

ATTACHMENT #3



**CITY OF HUNTINGTON BEACH
INTERDEPARTMENTAL COMMUNICATION
FINANCE DEPARTMENT**

TO: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR
FROM: DAN T. VILLELLA, CPA, FINANCE DIRECTOR
SUBJECT: FIS 2007-08-5 APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH PBS&J FOR PREPARATION OF ENVIRONMENTAL IMPACT
REPORT FOR THE RIP CURL PROJECT
DATE: SEPTEMBER 26, 2007

As required by Resolution 4832, this Fiscal Impact Statement has been prepared for "Approve Professional Services Agreement with PBS&J for Preparation of Environmental Impact Report for the Ripcurl Project"

If the City Council approves this action (total appropriation \$351,793), there will be no effect on the General Fund balance since the new appropriations are funded by revenues not anticipated in the original budget.

A handwritten signature in cursive script that reads "Dan T. Villella".

Dan T. Villella
Finance Director