

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant in due course of payments following receipt from Consultant
5 and approval by City of invoices showing the services or task performed, the time
6 expended (if billing is hourly), and the name of the Project. Consultant shall certify
7 on the invoices that Consultant has performed the services in full conformance
8 with this Agreement and is entitled to receive payment. Each invoice shall be
9 accompanied by a progress report indicating the progress to date of services
10 performed and covered by the invoice, including a brief statement of any Project
11 problems and potential causes of delay in performance, and listing those services
12 that are projected for performance by Consultant during the next invoice cycle.
13 Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Consultant's
15 profession, industry or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 January 1, 2012, and shall terminate at 11:59 p.m. on December 31, 2012, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

1 representative, if any, named in Exhibit "C", attached to this Agreement and
2 incorporated by this reference. Consultant shall advise and inform City's
3 representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on
5 the Project. City shall furnish to Consultant information or materials, if any,
6 described in Exhibit "D", attached to this Agreement and incorporated by this
7 reference, and shall perform any other tasks described in the Exhibit.

8 B. The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee, Terry A. Hayes. City shall have the right to approve any person
11 proposed by Consultant to replace that key employee.

12 4. INDEPENDENT CONTRACTOR. In performing its services,
13 Consultant is and shall act as an independent contractor and not an employee,
14 representative or agent of City. Consultant shall have control of Consultant's work and
15 the manner in which it is performed. Consultant shall be free to contract for similar
16 services to be performed for others during this Agreement; provided, however, that
17 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
18 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
19 Consultant's compensation; (b) City will not secure workers' compensation or pay
20 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
21 and Consultant is not entitled to any of the usual and customary rights, benefits or
22 privileges of City employees. Consultant expressly warrants that neither Consultant nor
23 any of Consultant's employees or agents shall represent themselves to be employees or
24 agents of City.

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
14 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
15 CG 20 37 07 04), and this insurance shall contain no special limitations on
16 the scope of protection given to City, its boards and commissions, and
17 their officials, employees and agents. This policy shall be endorsed to
18 state that the insurer waives its right of subrogation against City, its boards
19 and commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by City's Risk Manager or
4 designee and shall protect City, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
9 days prior written notice to City, shall be primary and not contributing to any other
10 insurance or self-insurance maintained by City, and shall be endorsed to state that
11 coverage maintained by City shall be excess to and shall not contribute to
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City
13 in writing within five (5) days after any insurance has been voided by the insurer or
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to City evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

21 E. Consultant shall require that all subconsultants or contractors
22 that Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by City's Risk
24 Manager or designee.

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of City's Risk Manager or designee. Not
8 more frequently than once a year, City's Risk Manager or designee may require
9 that Consultant, Consultant's subconsultants and contractors change the amount,
10 scope or types of coverages required in this Section if, in his or her sole opinion,
11 the amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its
5 duration, Consultant does not and will not perform services for any other client which
6 would create a conflict, whether monetary or otherwise, as between the interests of City
7 and the interests of that other client. And, Consultant shall obtain similar certifications
8 from Consultant's employees, subconsultants and contractors.

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement, except as stated in Exhibit "D".

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to City.

6 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
7 shall not disclose the Data or use the Data directly or indirectly, other than in the course
8 of performing its services, during the term of this Agreement and for five (5) years
9 following expiration or termination of this Agreement. In addition, Consultant shall keep
10 confidential all information, whether written, oral or visual, obtained by any means
11 whatsoever in the course of performing its services for the same period of time.
12 Consultant shall not disclose any or all of the Data to any third party, or use it for
13 Consultant's own benefit or the benefit of others except for the purpose of this
14 Agreement.

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
17 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
18 without breach of this Agreement by Consultant; or (c) a third party who has a right to
19 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
20 disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet
23 the standards required by the scope of work or Consultant's failure to perform fully
24 the tasks described in the scope of work which, in either case, causes City to
25 request that Consultant perform again all or part of the Scope of Work shall be at
26 the sole cost of Consultant and City shall not pay any additional compensation to
27 Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.
6 This modification shall be submitted in a timely fashion to allow City to receive new
7 bids within four (4) months after the date on which the original plans and
8 specifications were submitted by Consultant.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses and certificates required by all federal, state
16 and local governmental authorities.

17 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 17. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness
26 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
27 whole or in part, out of or in connection with (1) Consultant's breach or failure to
28 comply with any of its obligations contained in this Agreement, or (2) negligent or

1 willful acts, errors, omissions or misrepresentations committed by Consultant, its
2 officers, employees, agents, subcontractors, or anyone under Consultant's control,
3 in the performance of work or services under this Agreement (collectively "Claims"
4 or individually "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Consultant's expense by legal counsel approved by City, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Consultant shall be required for the duty to defend
11 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
12 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
13 in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 18. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 19. COSTS. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies under
25 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

26 20. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Consultant shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Consultant shall ensure that applicants are employed, and that
4 employees are treated during their employment, without regard to these bases.
5 These actions shall include, but not be limited to, the following: employment,
6 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
7 termination; rates of pay or other forms of compensation; and selection for training,
8 including apprenticeship.

9 B. It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
11 procurement process, and Consultant agrees to use its best efforts to carry out
12 this policy in its use of subconsultants and contractors to the fullest extent
13 consistent with the efficient performance of this Agreement. Consultant may rely
14 on written representations by subconsultants and contractors regarding their
15 status. Consultant shall report to City in May and in December or, in the case of
16 short-term agreements, prior to invoicing for final payment, the names of all
17 subconsultants and contractors hired by Consultant for this Project and information
18 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
19 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
20 637).

21 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Agreement is subject to the
23 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
24 Long Beach Municipal Code, as amended from time to time.

25 A. During the performance of this Agreement, the Consultant
26 certifies and represents that the Consultant will comply with the EBO. The
27 Consultant agrees to post the following statement in conspicuous places at its
28 place of business available to employees and applicants for employment:

1 “During the performance of a contract with the City of Long Beach,
2 the Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Consultant to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Consultant fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
10 or to become due under the Agreement may be retained by the City. The City
11 may also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Consultant in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Consultant has set up or used
16 its contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Consultant in actions taken pursuant to the
19 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
20 Responsibility.

21 22. NOTICES. Any notice or approval required by this Agreement shall
22 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
23 postage prepaid, addressed to Consultant at the address first stated above, and to City at
24 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
25 copy to the City Engineer at the same address. Notice of change of address shall be
26 given in the same manner as stated for other notices. Notice shall be deemed given on
27 the date deposited in the mail or on the date personal delivery is made, whichever occurs
28 first.

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23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any

money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant shall submit Consultant's
7 Employer Identification Number (EIN), or Consultant's Social Security Number if
8 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
9 Financial Management. Consultant acknowledges and agrees that City has no obligation
10 to pay Consultant until Consultant provides one of these numbers.

11 28. ADVERTISING. Consultant shall not use the name of City, its
12 officials or employees in any advertising or solicitation for business or as a reference,
13 without the prior approval of the City Manager or designee.

14 29. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.

18 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

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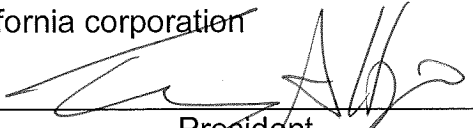
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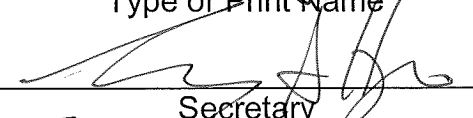
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TERRY A. HAYES ASSOCIATES INC., a California corporation

February 22, 2012

By 
President
Terry A. Hayes
Type or Print Name

February 22, 2012

By 
Secretary
Terry A. Hayes
2011-088 Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

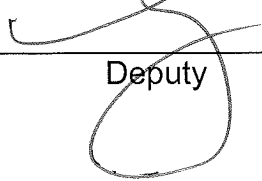
4.26, 2012

By 
Assistant City Manager
City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 3/1, 2012.

ROBERT E. SHANNON, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work



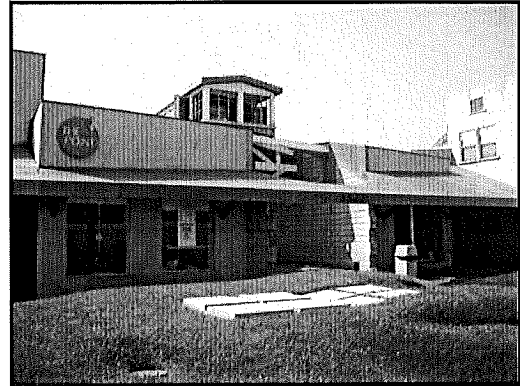
PRIMARY CONTRACTOR INFORMATION

TERRY A. HAYES ASSOCIATES INC. (TAHA)

Terry A. Hayes Associates Inc. (TAHA) was established in 1984; became a Limited Liability Company in 2000; and was incorporated in California on May 28, 2010. TAHA is a certified Minority-Owned Business Enterprise (MBE), a Disadvantaged Business Enterprise (DBE), and a Small Business Enterprise (SBE) and has been providing public sector and private clients with environmental impact assessment services for more than 27 years.

LOCATION OF THE COMPANY OFFICE

Our office is located in Culver City with immediate regional access to the Santa Monica and San Diego Freeways and the Los Angeles International Airport (located 15 minutes away).



8522 National Boulevard, Suite 102
Culver City, CA 90232
310.839.4200 fax 310.839.4201
www.webtaha.com taha@webtaha.com

NUMBER OF EMPLOYEES

Terry A. Hayes is assisted by his staff of 13, including Senior Associates, Janet Murphy and Sam Silverman. Mr. Hayes would be the point of contact for any questions regarding this Request for Proposal.

TAHA staff is highly qualified to complete CEQA environmental reviews, documentation, and special or technical studies for the City. Our combined educational and project experience will ensure that projects are properly evaluated. Resumes for key personnel are included as an appendix to this proposal.

COMPANY BACKGROUND/HISTORY/QUALIFICATION

TAHA provides a full range of California Environmental Quality Act (CEQA) documentation services, including the preparation of Initial Studies (IS), Mitigated Negative Declarations (MNDs), Environment Impact Reports (EIRs), and Addenda to EIRs. We evaluate commercial, residential, transportation, and mixed-use projects, as well as redevelopment plans, general plans, specific plans, master plans, public works facilities, infrastructure improvements, capital improvements, transportation corridors, and site-specific private development projects.

CEQA & NEPA Documentation

TAHA has prepared and managed every type of CEQA and National Environmental Policy Act (NEPA) document, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and Environmental Impact Statements. We have completed a wide range of assignments, primarily throughout California, as well as Hawaii, Arizona, Maryland, Nevada, New Mexico, and Washington, D.C.

TAHA specializes in community impact assessment and community development planning. Our considerable experience allows us to offer specific services including land use analysis, demographic, market, and socioeconomic profiles and analysis, building condition surveys, and site development concepts applied to private development and public infrastructure projects. We take pride in conducting technically complete and





PRIMARY CONTRACTOR INFORMATION

professional work that facilitates policy decisions by public bodies and business decisions by private clients, and encourages increased community knowledge.

Technical Services

Senate Bill 375 (SB 375) Integrated Land Use Evaluations. SB 375 is California legislation that prompts regions to work together to reduce automobile-related greenhouse gas (GHG) emissions. The objective of this legislation is to achieve integration of planning processes for transportation, land use and housing. The plans emerging from this process will lead to more efficient communities that provide residents with alternatives to using single occupant vehicles. In response to this recent State legislation, TAHA offers clients a comparative assessment of vehicle miles traveled (VMT) changes associated plans or programs under consideration. This assessment addresses the geographic arrangement of land uses, types of land uses, density, proximity to transit, jobs-to-housing ratios and so forth, in a manner that illustrates the relative VMT changes associated with the project and/or alternatives. The analysis is designed to be responsive to evolving State legislative requirements and is flexible enough to reflect a range of densities and arrangement of land uses as a means to achieve sustainability and climate change goals.

Demographic and Market Area Analysis. TAHA has a depth of expertise in assessing community impacts and in analyzing demographic data. TAHA can prepare community and neighborhood profiles, as well as address environmental justice and equity considerations. TAHA relies heavily on our expertise in GIS to both analyze and present demographic information. TAHA is experienced in comparing the forecasted increases in population, housing, and employment stemming from a project to regional estimates prepared by Southern California Association of Governments (SCAG) to determine if projections are consistent. With these data, TAHA assesses the potential of a project to induce substantial population growth, the impact the local housing stock, displacement of existing residents, and the impact on local employment opportunities. TAHA has addressed demographic, socioeconomic, community profile, and environmental justice considerations for such projects as the proposed Crenshaw Transit Corridor, the Southeast Houston Light Rail Project, and the Metro Canoga Transportation Corridor (Metro Orange Line Extension).

Project Development Strategies and Development Models. TAHA has a long history of supporting planning initiatives with the preparation of development simulation models. These models are extremely useful in creating a rationale basis for the creation of alternatives for site-specific projects, as well as for entire planning areas. TAHA has created models to reflect both physical and fiscal constraints and to achieve various policy objectives. In this regard, TAHA prepared a growth allocation model to address the policy objectives of a new sewer permit ordinance being considered by the City of Los Angeles in the early 1990s. This citywide model was designed to allocate growth to each of the 35 community plan areas based on various policy choices. Most recently, TAHA has prepared a development and growth allocation model for South and Southeast Los Angeles to address commercial corridors, mixed-use, and stand-alone development potentials.

Air Quality Impact Assessments and Monitoring Studies. TAHA typically estimates emissions using either the CalEEMod or URBEMIS2007 emissions inventory models. TAHA also uses the USEPA's AERMOD Dispersion Model extensively and has included utilization of digital terrain data from the U.S. Geological Survey. In addition, TAHA provides localized traffic-related air quality dispersion modeling, using CALINE4, as well as the USEPA's CAL3QHC model. TAHA is fully knowledgeable in the operation of emissions factors models such as the California Air Resource Board's (CARB) EMFAC program and the USEPA's Mobile Program. TAHA maintains up-to-date listings of all USEPA's AP-42 and South Coast Air Quality Management District (SCAQMD) emission factors. TAHA also collects field data from and maintains instrumentation used to assess particle distribution and impact on communities. The data collection includes use and calibration of sensitive instruments, such as Sequential Filter Samplers, DustTraks, Federal Reference Method instruments.





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Air Quality Conformity Analyses. For transportation and transit projects, TAHA has prepared analyses related to conformity with the provisions of the Clean Air Act. This two part analysis assessed regional conformity based on consistency with transportation plans and localized conformity based on carbon monoxide and particulate matter hot-spots. The conformity assessment is based on the most recent Federal Highway Administration Guidance.

Global Warming Analyses. TAHA has thorough knowledge of State and local GHG regulations (e.g., State Assembly Bill 32). TAHA calculates GHG emissions associated with construction and mobile source activity. In addition, TAHA calculates GHG emissions related to natural gas consumption and electricity generation. Generally, the GHG emissions analysis discusses whether a project will disproportionately increase vehicle miles traveled (VMTs) or energy consumption within a region.

Health Risk Assessments (HRA). Using the California Air Pollution Control Officers Association (CAPCOA) and the California Office of Environmental Health Hazard Assessments (OEHHA) guidelines, TAHA conducts HRAs to identify cancer risks due to increased levels of diesel emissions from stationary and mobile diesel sources, and construction and operational emissions. TAHA has prepared HRA's to meet the stringent Los Angeles Unified School District (LAUSD) requirements.

Noise Impact Analysis. TAHA provides services related to mobile and stationary noise sources. TAHA uses the Federal Highway Administration Traffic Noise Model (TNM), as well as other models, (i.e., Optima/Stamina and Caltrans' Sound 32) to estimate transportation-related noise impacts during a peak travel hour throughout the day and night. TAHA has applied these models to a wide variety of transportation improvements, including roadways, transit lanes, freeways, parking lots and rural roads. TAHA also predicts changes in ambient noise resulting from the use of construction equipment, mechanical equipment, industrial/construction processes, or the use of amplified sound. TAHA's work typically involves recommendations for noise abatement. Included within this work is the conceptual design and location of noise walls, berms and other barriers, as well as insulation and glazing measures to reduce interior sound in residential and commercial buildings. TAHA also takes on special noise assignments and has addressed unique noise sources, such as athletic activities, crowd noise, entertainment, and unusually loud conversations in public places. TAHA provides services to local jurisdictions to address conditional use requirements pertaining to noise.

Ambient Community Noise Field Measurements. TAHA utilizes certified and calibrated integrating sound level meters to provide accurate field measurements, including noise equivalent and peak noise levels. Meters are capable of storing field measurements and printing standard reports and histograms for measured events.

Geographic Information Systems (GIS). TAHA uses GIS for modeling/analyses of census data, land use impacts, flood plain identification, employment density, spatial analysis, and geocoding. Using GIS, TAHA develops detailed maps for project areas showing the distribution of commercial, residential, industrial, institutional, and several other types of land uses, as well as different races/ethnicities in a project area. In addition, TAHA uses GIS to illustrate and analyze the distribution of different populations including, transit-dependent, lower income, elderly, and Limited English Proficient (LEP) populations.

Visual and Aesthetic Impacts. TAHA provides a full range of services to address aesthetic and visual impacts of both public works and private development projects. TAHA has evaluated the visual effects of a wide range of development types, including, highways, hillsides roads, bridges, multi-story housing or commercial projects, athletic fields, marquee signs, etc. Services provided by TAHA include: Viewshed and Vista Analysis following US Forest Service and/or Bureau of Land Management (BLM) type guidelines; lighting contour analysis using simulation software to identify lighting spillover effects; shade and shadow analysis using three-dimensional software to identify shadow lengths during key seasons throughout the year. In addition, TAHA prepares photographic simulation and compositing services to insert proposed projects or





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improvements into existing photographs to give decision-makers and the general public a preview of “before and after” characterizations of sites, streetscapes or areas affected by development or other changes.

3-D Modeling/Animation. Using advances in 3-D modeling programs, TAHA can provide clients with moderate resolution 3-D models of plan areas, illustrating building heights, development patterns, shadows, etc. These models can be presented at various points in time (animated changes over the course of a day or over the life of a plan area).

Land Use Compatibility Assessments. TAHA is experienced in assessing the consistency of projects with applicable land use and development policies, as well as compatibility with existing land uses. In assessing the compatibility of a project with existing land uses, TAHA considers the location of shadow- and noise-sensitive uses, schools, hospitals, historic buildings, local landmarks, and protected bodies of water or biological areas in conjunction with the location and specific land use of the proposed project. TAHA also has experience in preparing land use compatibility assessments in transit station area planning efforts for the Los Angeles County Metropolitan Transportation Authority (Metro).

Land Use and Building Condition Surveys. TAHA has developed a variety of methods to conduct windshield, as well as detailed land use surveys. Our land use survey work includes video surveys and the use of GIS applications to document the spatial organization of development in a project area in conjunction with its demographic characteristics. In addition to land use surveys, we utilize various property databases provided by the Los Angeles County, which are updated annually, to create land use databases for each project. The database outlines property information for each parcel in a particular project area including, parcel number and address, existing land use and zoning designations, age of buildings, building square footage, land value, property and owner information. TAHA has also conducted blight and social blight assessments and has created or worked with blight survey databases.

Site Planning. TAHA has prepared and evaluated preliminary site plans for redevelopment projects. Utilizing information regarding the goals, land use, and space requirements of a project, TAHA is able to develop and graphically represent preliminary site plans, as well as project alternatives. TAHA has experience in interpreting land use and zoning regulations, and applying them to the creation of a conceptual site plan for a project.

Land Use Policy General Plan, Zoning Requirement Research. TAHA has both prepared and reviewed General Plan Land Use Policies. TAHA formulated the original SCAG Comprehensive Plan assessment matrix, which is common place in environmental review documents in Southern California. TAHA received special recognition from SCAG for this innovation.

Site Search Assessments. TAHA has abundant experience in preparing site search assessments. We coordinate and meet with the client to develop a clear understanding of the type and size of the site required for a particular project. TAHA’s objective at the outset of this task is to identify broad requirements for the project and the required site in terms of desired adjacencies and access, as well as the overall size of the desired project. TAHA researches the characteristics of sites of similar projects to ascertain the type of access, land use, and size requirements that may be required for the project. Based on the findings of this initial research, TAHA develops a set of search criteria for the project. TAHA then conducts a site review including a comprehensive review of the County Assessor parcel information to identify sites of adequate size that may be vacant or underutilized, as well as a windshield field survey. All identified locations are plotted and mapped on a GIS based map and ranked based on the degree to which they meet the search criteria. TAHA completed site search assessments for the Metro Gateway Bus Yard Project and the Metro Westside Engineering Design Bus Yard Project. Recently, TAHA completed a school site search assessment for the Formation of Wiseburn Unified School District for the California Department of General Services.





PRIMARY CONTRACTOR INFORMATION

Spanish Language Translation. TAHA has the capability to produce simple to technically complex Spanish translations of notices, flyers, handouts, graphics, PowerPoint presentations and executive summaries relating to environmental projects. TAHA uses native speakers to translate the documents in conjunction with consultation of standard and technical Spanish language dictionaries to ensure accuracy and relevance.

Strategic Assistance. Navigating the planning arena can be confusing and as a result costly for many public and private clients. TAHA provides many services that can help clients successfully certify environmental documents or adopt plans, programs and projects such as peer review, concept development and sustainability analysis for plans, projects and programs. In addition, TAHA has the tools and experienced staff members who can synthesize complex documents and present them to a board or community group in a way that can be easily understood.

Public Presentations and Workshops. TAHA places an emphasis on the ability for staff to communicate effectively to the public and decision-makers. TAHA has expertise in preparing sophisticated and engaging Microsoft PowerPoint presentations. Many presentations include animation and embedded video to help illustrate concepts or technical points. TAHA has facilitated numerous workshops/citizen advisory committees focused on building consensus among stakeholders and the community regarding the scope of potential redevelopment projects. TAHA has completed public presentations or workshops for numerous projects including the Watts Corridors, Crenshaw Transit Corridor, and the Alameda East Redevelopment Projects.



EXHIBIT “B”

Rates or Charges



COSTS

TERRY A. HAYES ASSOCIATES INC.

Principal.....	\$201.00
Senior Associate	\$160.00
Senior Planner	\$108.00
Senior Environmental Scientist	\$130.00
Technical Editor/QA/QC	\$160.00
Graphic Artist	\$72.00
Planner	\$72.00 - 84.00
Assistant Planner	\$48.00 - 50.00
Administrative Assistant	\$47.00



EXHIBIT “C”

City’s Representative:

Jill Griffiths

EXHIBIT “D”

Materials/Information Furnished: None