

REIMBURSEMENT AGREEMENT

Between

CITY OF MONTCLAIR
a California municipal corporation

and

5060 MONTCLAIR PLAZA LANE OWNER, LLC
A Delaware limited liability company

REIMBURSEMENT AGREEMENT

1/8/2018

This Reimbursement Agreement (this "**Agreement**") is made this ____ day of _____, 2017, by and between the City of Montclair, a California municipal corporation (the "**City**"), and 5060 Montclair Plaza Lane Owner LLC, a Delaware limited liability company (the "**Applicant**" and together with the City, occasionally, each a "**Party**" and collectively the "**Parties**").

RECITALS

This Agreement is made with respect to the following facts:

A. The Applicant is the owner of the vast majority of approximately 71.77 acres of real property (the "**Montclair Place Property**") located within the City of Montclair, County of San Bernardino, California. The Montclair Place Property is generally bounded by Moreno Street to the north, Montclair Plaza Lane to the south, Central Avenue to the east, and Monte Vista Avenue to the west. The Montclair Place Property's general boundaries establish a near-rectangular area of land.

B. The Applicant proposes to work with the City, which is considering the creation of a new specific plan called the Montclair Place District Specific Plan (the "**Specific Plan**") for an area that comprises approximately 93 acres. The City plans to include the Montclair Place Property and other surrounding real property in the bounds of the Specific Plan, as more particularly shown in Exhibit A. The Specific Plan would be generally bounded by Moreno Street to the North, the I-10 Freeway to the South, Central Avenue to the East, and Monte Vista Avenue to the West.

C. The Applicant contemplates redevelopment of the Montclair Place Property and expansion of the currently existing enclosed mall into a walkable, vibrant mixed-use destination. The Specific Plan would consist of, among other things: 1.64 million square feet of commercial space, surface and structured parking, 4,376 residential dwelling units, and a hotel with not more than 250 guestrooms.

D. The Applicant desires to submit applications for discretionary approvals for redevelopment of the Montclair Place Property, and the City desires to consider implementation of the Specific Plan for the entire area between Moreno Street to the North, the I-10 Freeway to the South, Central Avenue to the East, and Monte Vista Avenue to the West. The Applicant's applications for discretionary approvals and the Specific Plan together are referred to herein as the "**Project**." The Project is subject to environmental review pursuant to the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) ("**CEQA**").

E. To provide the City with the needed expertise and information necessary for the City's review process concerning the Project, it is necessary for the City to access the services of outside legal, environmental, planning, and other experts for the Project (collectively, the "**Consultants**").

F. As a condition to the City's completion of the Project (including the Specific Plan) review process, the Applicant has agreed to reimburse the City for the Consultants' reasonable costs and expenses related to the City's Project review process in the manner and amounts set forth in this Agreement. The Applicant's reimbursement of Consultant costs and expenses under this Agreement will ensure that the City has the necessary resources to diligently and efficiently process the Project.

TERMS

NOW, THEREFORE, in consideration of the following mutual promises and agreements, City and Applicant agree as follows:

1 Incorporation of Recitals. The Parties agree that the Recitals constitute the factual basis upon which they have entered into this Agreement. The Parties each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. City to Retain Consultants. As a necessary and indispensable part of its fact finding process relating to the review of the Applicant's proposed Project and uses of the Montclair Place Property and area within the Specific Plan, the City shall retain the services of Consultants as set forth in Section 4 to provide advice as the City may deem necessary in its reasonable discretion. The contemplated general scopes of work of the Consultants for the Project is attached hereto as Exhibit B, but the City reserves the right, in its reasonable discretion, to amend the scope of work (pursuant to Section 5) as it deems necessary and appropriate to the City's proper review and consideration of the Project. The City will provide Applicant with written notice of any amended scope of work as set forth in Section 5.

2.1 No Applicant/Consultant Privity. The Applicant agrees that, notwithstanding the Applicant's reimbursement obligations under this Agreement, Consultants shall be engaged as contractors exclusively by the City and not by the Applicant. Except for those disclosures required by law, including, without limitation, the Public Records Act, all conversations, notes, memoranda, correspondence and other forms of communication by and between the City and its Consultants shall be, to the extent permissible by law, privileged and confidential and not subject to disclosure to the Applicant. The Applicant agrees that it shall have no claim to, nor shall it assert any

right in any reports, correspondence, plans, maps, drawings, news releases, or any and all other documents or work product produced by the Consultants.

3. Applicant to Cooperate with Consultants. The Applicant agrees to cooperate in good faith with the Consultants. The Applicant agrees that it will instruct its agents, employees, consultants, contractors, and attorneys to reasonably cooperate with the Consultants and to provide all necessary documents or information reasonably requested of them by the City and/or the Consultants; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which is proprietary, confidential, a trade secret, or subject to attorney-client communication, attorney work product or other legal privilege. Notwithstanding the foregoing, City acknowledges that certain information provided by Applicant may be sensitive or proprietary in nature, and, to the extent allowed by law (including, without limitation, the Public Records Act), City agrees to keep such information confidential.

4. City's Selection of Consultants. The City has retained the following as Consultants pursuant to this Agreement, but may retain additional consultants or sub-consultants pursuant to the terms of this Agreement: (1) Dudek & Associates Inc., including any sub-consultants determined by Dudek and City to be necessary; (2) Moule & Polyzoides Architects (Architects); and (3) Best Best & Krieger LLP (Legal Services). The City will provide Applicant with written notice of any additional consultants or sub-consultants engaged within ten (10) days of that engagement; provided, however, any engagement that would result in a Change in Scope (defined in Section 5) shall be subject to the terms and conditions of Section 5.

5. Applicant's Reimbursement of Fees, Costs and Expenditures. The Applicant shall reimburse the City for one hundred percent (100%) of the actual fees, costs and other expenditures reasonably incurred by the City relative to the Consultant costs (the "**Costs**"). Applicant further understands and agrees that Costs are based upon the rates provided by Consultants attached hereto as Exhibit C.

5.1 Estimated Costs; Deposit Account: The City has preliminarily reviewed the scope of work required and has estimated the aggregate Costs for all consultants to be approximately Nine Hundred Eighty-Three Thousand Nine Hundred Eighty-Two dollars (\$983,982) (the "**Estimated Costs**"). Notwithstanding the details provided for the Estimated Costs, the Estimated Costs also include Costs expended by the City for the Project that were incurred prior to the submittal of a formal application, and a portion of the Estimated Costs will be used to reimburse the City for its previous Costs. Within forty-five (45) calendar days after the execution of this Agreement, the Applicant shall submit a deposit in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to cover the Estimated Costs, which amount the City shall separately account for in a Project deposit account (the "**Deposit Account**").

5.2 Replenishment of Deposit: As the Consultants invoice the City for fees, costs, and expenditures associated with the Project, the City may draw upon the Deposit Account to make the required payments. At any time that the balance in the Deposit Account drops below Fifteen Thousand Dollars (\$15,000), the City may make demand in writing on Applicant to replenish the Deposit Account to One Hundred Fifty Thousand Dollars (\$150,000), and Applicant shall submit the required amount of funds to City within forty-five (45) calendar days after having received the City's written request. In the event that Applicant fails to make any required deposit within such forty-five (45) day period, then the City may issue Applicant a written thirty (30) day notice to cure, and if Applicant does not cure within thirty (30) days of receiving such notice to cure, City shall have the right to consider the Project applications as withdrawn and cease processing such applications.

5.3 Excess Costs: The City shall not exceed the Estimated Costs without consulting with Applicant regarding the need for additional services that cause the Costs to exceed the Estimated Costs (the "**Excess Costs**"). The City shall consult with the Applicant prior to (a) amending any scope of services to be provided by the Consultants or retaining any additional consultant or sub-consultant that would be reasonably expected to result in Excess Costs or (b) authorizing any work by an existing Consultant reasonably expected to cause that Consultant's fees to exceed the sum set forth for such Consultant on Exhibit C, (each a "**Change in Scope**").

The Applicant's obligation to reimburse the City for the Excess Costs shall be contingent upon the City providing Applicant with written notice of the Change in Scope and the estimated Excess Cost thereof at least ten (10) days prior to the commencement of the work to be performed under such Change in Scope. After the period set forth in the preceding sentence expires, if the City has not received an objection from Applicant, Applicant shall be obligated to pay the Excess Costs in the same manner as the Estimated Costs provided above, including, but not limited to, replenishing the Deposit Account.

If the Applicant notifies the City that Applicant disagrees with the City's incurring of Excess Costs, then the Applicant's sole and exclusive remedy will be to terminate this Agreement pursuant to Section 8 of this Agreement, subject to the Applicant's obligation to reimburse the City for all Costs incurred by the City prior to the date of termination, whether or not yet paid by the City to any Consultants.

5.4 Records: The City shall maintain accurate records of invoices received from, and payments made to, the Consultants resulting from the Project, and will provide an accounting of payments made within thirty (30) days after request by Applicant. In the event that excess funds remain in the Deposit Account upon conclusion of the Project, or termination as defined in Sections 6, 7 and 8, and after all final payments to the Consultants have been made, the City agrees to refund

that excess amount, if any, to Applicant within fifteen (15) days of final payment to the Consultants. Alternatively, if the Costs of the services of the Consultants exceed the Estimated Costs and Excess Costs, if any, then Applicant shall remain obligated to pay for all such Costs. Applicant shall pay any such amount within fifteen (15) days of demand for payment by City.

6. Applicant and City understand and agree that Applicants' applications to City concerning the Montclair Place Property are subject to the approval, conditional approval or disapproval of the Planning Commission and/or City Council of City. Further, Applicant and City understand and agree that some or all of the applications may require findings (including, without limitation, environmental determinations under CEQA) to be made by those legislative bodies, in some instances following duly noticed public hearings. Nothing set forth in this Agreement shall be deemed to require approval or conditional approval of any or all of such land use and other applications by those legislative bodies, notwithstanding Applicant's undertaking and completion of its obligations under this Agreement.

7. Term. The term of this Agreement shall commence on the date that this Agreement is first both (a) approved by the City Council and (b) fully executed by the Parties, and shall terminate on the earlier of the date that (x) all services required for the Project by Consultants have been completed to the City's reasonable satisfaction and the Applicant has satisfied all of its obligations under this Agreement or (y) Applicant withdraws the application(s). For purposes of this Section 7, Applicant's obligations shall include, but shall not be limited to, its obligation to reimburse the City for Estimated Costs and Excess Costs in accordance with Section 5. The Applicant's obligation to reimburse the City as provided in this Agreement shall survive the termination of this Agreement.

8. Early Termination.

8.1 By City. The City may, in its reasonable discretion, terminate this Agreement prior to the end of the term set forth in Section 7, without cost or liability to the City, if Applicant (a) fails to satisfy any obligation of this Agreement within any applicable cure period; or (b) fails to reasonably prosecute its application(s) for the Project; provided that, prior to such termination, City must provide Applicant with a thirty (30) day written notice of such termination, which notice shall contain enough information to reasonably inform Applicant of (x) the reason for such termination and (y) what must be done to effectuate a cure, and Applicant must fail to cure within such thirty (30) day period, or, in the event of a cure that reasonably takes longer than thirty (30) days to complete, fails to commence and diligently prosecute such cure within such thirty (30) day period. In the event of such termination under this Section 8.1, Applicant shall be deemed to have withdrawn its application(s) for the Project.

8.2 By Applicant. The Applicant may, in its sole discretion, terminate this Agreement prior to the end of the term set forth in Section 7, upon thirty (30) days' prior written notice to the City; provided, however, that Applicant's right to so terminate this Agreement is expressly contingent upon Applicant satisfying both of the following: (a) Applicant shall give City written notice withdrawing its application(s) for the Project; and (b) Applicant shall satisfy all of its obligations under this Agreement up through the proposed effective date of termination. For purposes of this Section 8.2, Applicant's obligations shall include, but shall not be limited to, its obligation to reimburse the City for Estimated Costs and Excess Costs in accordance with Section 5.

8.3 Notification: Within two (2) business days following either the City's decision to terminate this Agreement or the City's receipt of written notice indicating the Applicant's decision to terminate this Agreement, the City shall notify all Consultants and instruct them to cease work on the Project. Consultants shall also be instructed to bill the City for any services completed prior to the date of termination.

9. Assignability. This Agreement may not be assigned by either Party without the prior and express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve a request by the Applicant to assign this Agreement, the City may consider, among other things, the proposed assignee's financial status and commitment to the Project. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee. Notwithstanding the foregoing, Applicant may freely assign this Agreement to any purchaser of the entire Montclair Place Property or to an affiliate of Applicant's.

10. No Oral Modifications. This Agreement represents the entire understanding of the City and the Applicant, and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, only by a writing signed by both the authorized representatives of both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Montclair.

11. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Legal Challenges. Nothing herein shall be construed to require City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of development of the Montclair Place Property, the Specific Plan, the environmental process, or the proposed Project. The Applicant may, however, in its sole and absolute discretion, appear as a real party in interest in any such third party action or proceeding, and in

such event, it and the City shall defend such action or proceeding and the Applicant shall be responsible and reimburse the City for whatever legal fees and expert or other costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate, and the Applicant shall reimburse the City for any and all attorneys' fees and expert or other costs incurred by the City as a result of such third party action or proceeding. Applicant may, at any time, notify City in writing of its decision to terminate such reimbursement obligation and, thereafter, the City may choose, in its sole discretion, to defend or not defend such third party action or proceeding. In the event that the City decides not to continue the defense of such third party action or proceeding, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. In the event that the City decides to continue the defense of such third party action or proceeding, Applicant shall have no further obligation to reimburse City for its attorney fees and expert or other costs.

13. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. Jurisdiction and Venue. This Agreement is executed and is to be performed in Montclair, San Bernardino County, California. Any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of San Bernardino, California. The City and the Applicant each consent to the personal jurisdiction of the court in any such action or proceeding.

15. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the City and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

16. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section. References to "Sections" are to sections of this Agreement, unless otherwise specifically provided.

17. Representations of Authority. Each Party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other Party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

18. Exhibits. All references in this Agreement to "Exhibits" shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto.

19. Notices. Notices required under this Agreement shall be sent to the following:

If to City:
Edward Starr, City Manager
City of Montclair
5111 Benito Street
Montclair, CA 91763
Fax: 909-621-1584

If to the Applicant:
Greg Williams, VP Development
CIM Management
4700 Wilshire Blvd.
Los Angeles, CA 90010
Fax:

with a copy to:
Paul Rohrer, Esq.
Loeb & Loeb, LLP
10100 Santa Monica Blvd.
Los Angeles, CA 90067
Fax: 310-919-2922

Notices given pursuant to this Agreement shall be deemed received as follows:

- (1) If sent by United States Mail - on the date of receipt by the receiving party.
- (2) If by facsimile - upon transmission and actual receipt by the receiving party.
- (3) If by express courier service or hand delivery - on the date of receipt by the receiving party.

The addresses for notices set forth in this Section 19 may be changed upon written notice of such change to either the City or the Applicant, as appropriate.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF MONTCLAIR
a California municipal corporation

By: Paul M. Eaton
Paul M. Eaton, Mayor

Date: 11/13/17

ATTEST:

By: Andrea M. Phillips
Andrea M. Phillips, City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
Diane E. Robbins, City Attorney

5060 Montclair Plaza Lane Owner, LLC,
a Delaware limited liability company

By: DocuSigned by:
Shaul Kuba
81AFFDC44E6A459
Name: Shaul Kuba
Title: Vice President

Date: 1/8/2018

EXHIBIT A

**LEGAL DESCRIPTION OF THE MONTCLAIR PLACE PROPERTY AND THE
SPECIFIC PLAN BOUNDARIES**

**ASSESOR PARCEL NUMBERS FOR THE PROPERTIES INCLUDED IN THE
MONTCLAIR PLACE DISTRICT INCLUDE THE FOLLOWING:**

1008-171-01
1008-171-02
1008-171-03
1008-171-04
1008-171-05
1008-171-06
1008-171-07
1008-171-11
1008-171-13
1008-181-04
1008-181-05
1008-181-06
1008-181-07
1008-191-01
1008-191-02
1008-191-03
1008-321-04
1008-321-07
1008-321-08
1008-321-08
1008-321-09
1008-321-10
1008-331-07
1008-331-06
1008-331-07
1008-331-08
1008-331-09
1008-331-15
1008-331-16
1008-341-04
1008-341-08
1008-351-07

EXHIBIT B

SCOPE OF SERVICE FOR CONSULTANTS

DUDEK & ASSOCIATES

Any and all environmental and traffic engineering services needed for the Project, including CEQA compliance, and all needed experts or sub-consultants as described in the Scope of Work submitted by Dudek & Associates. (See Exhibit B-1)

MOULE & POLYZOIDES ARCHITECTS

Any and all architectural other design services needed for the Project, including but not limited to needed experts or sub-consultants. Any and all land use planning services related to the development of the specific plan document, as described in the Scope of Work submitted by Moule & Polyzoides Architects. (See Exhibit B-2)

BEST BEST & KRIEGER LLP

Any and all legal services as needed for the Project, including, but not limited to, review of the environmental documents, specific plan and related documents and any City approval documents needed for the Project.

OTHER CONSULTANTS

Any and all other consultants determined by the City to be reasonably necessary for its review and processing of the Project application(s).

EXHIBIT C

ESTIMATES COSTS FOR EACH CONSULTANT

DUDEK & ASSOCIATES

Dudek & Associates' current published rates for a total estimated amount of \$267,982.00

MOULE & POLYZOIDES ARCHITECTS

Moule & Polyzoides Architects' current published rates for a total estimated amount of \$543,000.

BEST BEST & KRIEGER LLP

Standard private rates per attorney (minus 10% discount) for a total estimated amount of \$173,000.

OTHER CONSULTANTS

To be determined.

AGREEMENT NO. 17-75

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

PROJECT TITLE

THIS AGREEMENT is made and effective as of September 5, 2017, between the City of Montclair, a municipal corporation ("City") and Dudek, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence September 18, 2017 and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than March 18, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full,

based upon actual time spent on the above tasks. This amount shall not exceed \$267,983 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

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

10. INSURANCE

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance

Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Professional Liability: Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"

5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City.

Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located

within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Edward C. Starr
City Manager
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Ruta Thomas
Principal
Dudek
38 North Marengo
Pasadena, CA 91101

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Ruta Thomas (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR 9/5/17

By: Carolyn M. Raft
Mayor Pro Tem, Carolyn M. Raft

Attest:

By: Andrea M. Phillips
City Clerk, Andrea M. Phillips

Approved as to Form:

By: Diane E. Robbins
City Attorney, Diane E. Robbins

CONSULTANT

By: Frank Dudek
(Title) **Dudek
Frank Dudek
President**

By: Joe Monaco
(Title) **ASST SECRETARY
JOE MONACO**

August 3, 2017

Marilyn Staats, Deputy City Manager
Office of Economic Development
City of Montclair
5111 Benito Street
Montclair, CA 91763

Subject: Proposal to Prepare an Environmental Impact Report (EIR) for the Montclair Plaza Specific Plan Project in the City of Montclair, California

Ms. Staats:

Dudek is pleased to submit this proposal to prepare an EIR for the Montclair Plaza Expansion Project. We will provide the team with:

Comprehensive Project Understanding The subject of this proposal is redevelopment and expansion of Montclair Plaza, an indoor shopping mall that opened in 1968. Currently the mall is anchored by Macy's, Sears, JC Penny and Nordstrom and has a parking structure on-site. Phase I of the project proposed to construct 300,000 square feet of commercial space. Additionally, as part of Phase I, a portion of the existing parking lot was to be repurposed with a parking structure and 15-screen cinema (on top of the parking structure). Dudek prepared a Mitigated Negative Declaration for Phase I of the proposed project in 2015. The Montclair Place Specific Plan will provide a framework to reposition the underutilized site for future development. The intent is to create a walkable and vibrant mixed-use destination on the site through a phased and market-based development strategy. The Project proposes the addition of 4,376 dwelling units over the next 30 years, and 1.64 million square feet of commercial uses including a 200-key hotel. A diverse mix of uses will be introduced to the site through infill development including, creative office, locally serving retail and entertainment uses, along with a suitable mix of housing typologies.

Knowledgeable and Diverse Project Team For over 30 years, Dudek has been a leading mid-sized California environmental, urban planning, and engineering firm that helps clients design, plan, permit, and manage projects involving natural resource management, urban infill and infrastructure development, and regulatory compliance. Our environmental experts help clients achieve environmental and regulatory objectives while delivering savings and efficiencies in time, cost, and resources. We are well versed in the needs of local cities and agencies and bring our depth of technical knowledge, experience, and successful project management to each project. The Dudek team has extensive experience working throughout southern California as follows:

- California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation
- Master planning and environmental analyses for commercial redevelopment projects
- Community outreach on contentious projects
- Visual simulations and shade/shadow analyses prepared by a senior civil drafter and computer-aided drafting and design (CADD) operator
- Field surveys and habitat restoration by biologists certified by the California Department of Fish and Wildlife and United States Fish and Wildlife Service

Ms. Marilyn Staats

Subject: Proposal to Prepare an Environmental Impact Report for the Montclair Plaza Specific Plan Project in the City of Montclair, California

- Infrastructure projects with Metropolitan Water District, Southern California Edison, Southern California Gas Company and the California Public Utilities Commission
- Preparation of fuel modification plans approved by the regulating fire department
- Hydraulic analyses prepared in accordance with Public Works criteria
- 404/401 permits coordinated with the Flood Control District, incorporating their maintenance parameters.

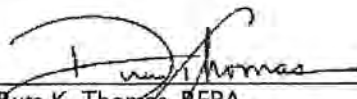
Familiarity with Regional Issues and Agencies Because of our extensive work in the region, we are extremely familiar with the diverse community makeup, infrastructure, natural resources, and land use environments, which will facilitate smooth integration and successful consulting services for this project. Our experience with similar environmental projects throughout the local area, as well as the depth of our senior leadership with environmental and planning issues in the greater southern California area, will allow us to complete the requested work in a timely, complete, and cost-effective manner. In relevant part Dudek offers:

- **Long-standing relationships with local regulatory agencies**, which provides extensive local experience
- **Recent environmental review experience and knowledge of issues pertaining to commercial redevelopment projects** throughout California (including Montclair Plaza), which provides specific expertise with the type of project that is proposed
- **Commitment of senior Dudek staff** to work on the project, which provides unique intellectual capital that can be leveraged to the benefit of the proposed project

Dudek is a multidisciplinary environmental, urban planning, habitat restoration, water resource, and engineering firm. We are proud of our long history collaborating with local jurisdictions in the strategic advancement of the environmental review process. With over 2,000 successful environmental documents completed pursuant to CEQA, NEPA, state and federal Endangered Species Acts, the Clean Water Act, the Clean Air Act, the National Historic Preservation Act, and a host of other state and federal pieces of environmental legislation, our team offers professionals that can provide high-quality and legally defensible work products.

Thank you for the invitation to submit this proposal for the Montclair Plaza Specific Plan Project. As per your request, this proposal includes a scope of work, schedule and budget for preparation of an EIR. If you have any questions or would like more information about our proposal, please feel free to contact me at 626.204.9822 or by email at rthomas@dudek.com. We look forward to working with your team to ensure a quick and seamless environmental review process for the proposed project.

Best regards,


Ruta K. Thomas, REPA
Principal

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Attachments

Attachment A	Budget
Attachment B	Fee Schedule

Firm Profile

Dudek is an employee-owned, privately held California Corporation founded in 1980. For over 30 years, Dudek has been a leading mid-sized California environmental, urban planning, and engineering firm that helps clients design, plan, permit, and manage projects involving natural resource management, infrastructure development, and regulatory compliance. Our environmental experts help clients achieve environmental and regulatory objectives while delivering savings and efficiencies in time, cost, and resources. We are well versed in the needs of local cities and agencies and bring our depth of technical knowledge, experience, and successful project management to each project.

LOCAL PRESENCE AND FAMILIARITY

Our Los Angeles area office is located at 38 North Marengo Avenue in the City of Pasadena. Ruta K. Thomas, a senior California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) project manager, brings 20 years of direct experience to all our projects throughout southern California.

DIVERSE CAPABILITIES

At Dudek, our mid-sized structure means we are small enough to provide customized services to meet the needs of the community, while still offering the depth of experience needed to provide thorough, effective work products and guidance. Our project managers are empowered to be problem solvers with the ability to make decisions in a timely fashion to keep project momentum moving forward. We are proud of our low employee turnover.

Our staff's long tenure means the project manager you see at the bidding stage will still be with you at project completion. Repeatedly, this Dudek project team has demonstrated its ability to successfully interact with community residents, property owners, interest groups, and public agencies in formulating environmental analyses. Our sensitivity and ability to balance often diverse and conflicting community input and incorporate the results in environmental documents have consistently led to public support and advocacy during public hearings before planning commissions, councils, and boards of supervisors. A simple phone call or email to other Dudek staff members can provide our project managers with a broader perspective from a diverse group of seasoned professionals. This is an added benefit to each project we undertake, at no extra cost to the client.

Dudek offers the project team complete solutions for projects by providing a fully integrated array of services combining environmental analysis, policy planning, and technical studies tailored to meet the demands of any project. Our depth and breadth of experience means we can quickly access resources and assemble the right team for each project task. Our in-house team includes the following:

- AICP-certified environmental planners
- CEQA/NEPA specialists
- Civil drafters and CADD operators

DUDEK AT A GLANCE

- 300+ employees in nine California offices
- No. 1 Environmental Consulting Firm, San Diego Business Journal (2007–2012)
- Engineering News-Record Top 200 U.S. Environmental Firms (2008–2013)
- 90% Dun and Bradstreet Open Rating for reliability, delivery, timeliness, and responsiveness

- CDFW- and USFWS-certified biologists
- Registered professional archaeologists and cultural resource managers
- Noise and air quality specialists
- Greenhouse gas emissions specialists
- Registered landscape architects
- Certified arborists and foresters
- Certified GIS professionals
- LEED professionals
- Certified hydrogeologists
- Licensed geologists
- Registered environmental property assessors
- Licensed professional engineers
- Licensed contractors

We understand the challenges cities have with managing increasing workloads with shrinking budgets and reduced staff. Dudek has built a strong reputation helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. We are organized to be a one-stop shop for environmental service needs.

Stantec

Dudek is pleased to have Stantec join our team for preparation of a traffic impact study for the Montclair Plaza Specific Plan Project. Since 1954, Stantec's local strength, knowledge, and relationships, coupled with their expertise, have allowed them to meet their clients' needs in more creative and personalized ways. They are one of the leading civil engineering, traffic engineering, and transportation planning and design firms in California. Their staff includes certified transportation planners and California registered civil and traffic engineers. They have provided engineering services for many of the largest public works and transportation planning projects in California. A major strength with respect to their qualifications and experience is in the area of preparation of traffic studies in support of environmental documents. The firm is well experienced in the requirements of such studies and has participated in many successful EIR preparation efforts. Their professional transportation staff continues to serve as trusted advisors for public and private sector clients in Southern California. They work in full partnership with their clients and strive to give the consultant team the solutions needed to meet both their short-term and long-term objectives. Stantec prepared the traffic impact study for Phase I of the Montclair Plaza Expansion Project.

Project Team

Project Management

Ruta K. Thomas, REPA who has twenty years of CEQA/NEPA experience, will serve as the project manager for the proposed project. Ms. Thomas is a Principal in Dudek's Los Angeles area office, as well as a Senior Project Manager responsible for managing the preparation and coordination of highly complex, controversial, and visible environmental documentation for residential and commercial projects throughout the state of California. She has experience managing and directing a diversified mix of commercial

Project Team

redevelopment projects, such as the Village at Bella Terra and Ripcurl Mixed-Use Redevelopment Project EIRs for the City of Huntington Beach and the Bergamot Transit Village Station and Roberts Center Mixed-Use Redevelopment Project EIRs project for the City of Santa Monica. Ms. Thomas managed preparation of the Mitigated Negative Declaration for Phase I of the Montclair Plaza Expansion Project for CIM. As a result of her extensive CEQA experience and knowledge, the Association of Environmental Professionals (AEP) has asked Ms. Thomas to instruct CEQA courses for new practitioners regularly since 2007. As a Registered Environmental Property Assessor (REPA), she has been determined by the state of California to have the academic training, occupational experience, and professional reputation necessary to objectively conduct one or more aspects of environmental assessment and site cleanup activities. Ms. Thomas brings scientific rigor to the projects on which she works, and with demonstrated expertise in writing and negotiation, she equally is able to communicate with agencies and technical colleagues towards the successful attainment of her client's goals. She has a calm demeanor, is able to relay scientific and regulatory information in a way that is easy to understand, and has the unique ability to gain the trust of a wide range of constituents. She facilitates community workshops and outreach events in a way that ensures participants leave feeling that their concerns have been addressed and that they are an integral part of the solution. Ms. Thomas received a B.A. in Biology/Economics from Lehigh University in Pennsylvania and an M.A. in Environmental Studies from Brown University in Rhode Island.

Melissa Dugan, PTP, ENV SP of Stantec will manage the transportation planning tasks and be responsible for the traffic impact study and technical work effort. She has more than 20 years of professional consulting experience in transportation planning for both public sector and private clients, with specific expertise in long-range planning. Ms. Dugan has prepared traffic impact studies for numerous cities and communities in southern California using a variety of planning tools. Ms. Dugan is a hands-on manager responsible for the technical analyses for specific plans, general plans and environmental impact reports and has consistently and successfully assisted clients with meeting their project objectives.

Technical Staff

In order to be reflective of the project team's needs as we collaborate on the Montclair Plaza Specific Plan Project, Dudek has assembled a team of professionals with a distinguished record of producing environmental analyses in compliance with CEQA. We offer an outstanding team of urban and environmental planners, supported by highly competent technical specialists.

The Dudek team provides the full range of technical skills required to prepare environmental documents, as well as other related tasks. Our team includes CEQA practitioners, certified environmental scientists, urban planners and designers, land use specialists, transportation planners and engineers, infrastructure engineers, and public participation specialists. Dudek's capabilities to write superior policy planning and environmental documents, as well as associated technical studies, for the City of Montclair are enhanced by our team members' extensive experience preparing environmental analyses in the region and throughout the state. The excellence and innovation of our environmental documents have been recognized through the numerous awards received from our peers and professional organizations, and by the continued relevance of our documents to the communities in which they have been developed.

The key professionals comprising the Dudek team have experience in and direct knowledge of commercial redevelopment projects in communities similar to the City of Montclair. Overall program management and preparation of final work products will be Dudek's responsibility. Dudek staff members will be involved in all

phases of the work program and will provide assistance and project management to our team members. **Table I** provides a list of the Dudek team qualifications and roles for this contract.

TABLE I. DUDEK TEAM INFORMATION

Role	Name	Education and Licenses
Aesthetics	Josh Saunders, AICP	University of California, San Diego BA, Urban Studies and Planning, 2006
Air Quality and Greenhouse Gas Emissions	Jennifer Reed	University of California, Santa Barbara BA, Environmental
Land Use & Planning and Population & Housing	Shannon Kimball Wages, AICP	University of Southern California MA, Urban Planning/Design Brigham Young University BA, Humanities/Spanish
Agricultural Resources, Recreation, and Public Services	Michele Webb	University of California, Santa Barbara BA, Environmental Studies, 2013
Biological Resources	Brock Ortega	Humboldt State University BS, Wildlife Biology and Management, 1991 USFWS 10a Survey Permit No. TE-813545-5 (exp. 03/15/2016): <ul style="list-style-type: none"> • California gnatcatcher surveys • Least Bell's vireo surveys/nest monitoring • Southwestern willow flycatcher surveys • Quino checkerspot butterfly surveys • Fairy shrimp surveys Mohave Ground Squirrel Chief Survey Permit
Cultural Resources	Micah Hale, PhD, RPA	University of California, Davis PhD, Anthropology, 2009 California State University, Sacramento MA, Anthropology, 2001 UC, Davis BS, Anthropology, 1996 RPA, 2001
Historic Resources	Samantha Murray, RPA	Cal State, Los Angeles MA, Anthropology Cal State, Northridge BA, Anthropology

TABLE I. DUDEK TEAM INFORMATION

Role	Name	Education and Licenses
Geology & Soils QA/QC	Steve Dickey, PG, CEG	University of Riverside Graduate Work, Geophysics and Geology, 1990 Occidental College BA, Geology, 1971 PG, CA No. 3615 CEG, CA No. 1070 Certified Hydrogeologist
Geology & Soils, Hydrology & Water Quality, Mineral Resources, and Utilities & Service Systems	Dylan Duvergé	San Francisco State University MS, Geosciences, 2011 UC Santa Cruz BA, Environmental Studies, 2005
Hazards & Hazardous Materials , Hydrology & Water Quality, and Utilities & Service Systems QA/QC	Derek Reed, PE, QSD/QSP	University of California, Los Angeles BS, Civil Engineering, 1992 Professional Civil Engineer (PE) CA No. 56042 QSD/QSP #20144
Hazards & Hazardous Materials	Nicole Peacock, PE, PG	UCLA BS, Civil and Environmental Engineering/Geology, 1999 PE, CA No. 68775 PG, CA No. 8553
Noise	Mike Greene, INCE Bd. Cert.	UC, San Diego BS, Applied Mechanics, 1985 INCE Bd. Cert. County of San Diego-approved
Traffic & Transportation	Shawn Shamlou, AICP	Syracuse University MA, Geography, 1995 San Diego State University BA, Geography, 1993

Scope of Work

Project Understanding

The Montclair Place Specific Plan is proposed for a 95-acre site located at 5060 E Montclair Plaza Lane, Montclair, California 91763. Montclair Plaza, an indoor two-story shopping mall, opened in 1968. Currently the mall is anchored by Macy's, Sears, JC Penny and Nordstrom and has a parking structure on-site. The mall was last renovated in 2008. The project site is bounded by Moreno Street to the north, the Interstate-10 (I-10) freeway to the south, Monte Vista Avenue to the west and Central Avenue to the east. The project site is located immediately south of the North Montclair Downtown Specific Plan area and within one-half mile of the Montclair Transit Center, which provides direct Metrolink and future Metro Gold Line light rail service to downtown Los Angeles. The project site is primarily occupied by Montclair Plaza bounded by surface parking lots, and smaller retail establishments and restaurants located south of Plaza Lane. The Unitarian Universalist Congregation property is located within the property on the northwest corner of the project site.

The Montclair Place Specific Plan will provide a framework to reposition the underutilized site for future development. The intent is to create a walkable and vibrant mixed-use destination on the site through a phased and market-based development strategy. The project proposes the addition of 4,376 dwelling units over the next 30 years, and 1.64 million square feet of commercial uses including a 200-room hotel. A diverse mix of uses will be introduced to the site through infill development including creative office, locally serving retail and entertainment uses, and a suitable mix of housing typologies.

The project will identify development standards for these building types to guide balanced future development on the site. The project will also introduce a hierarchy of streets to restructure the site into developable parcels, connect the site to the surrounding urban fabric and create a mobility network that supports multiple modes including pedestrians, bicyclists, and automobiles. In addition, the Specific Plan will identify locations for amenities such as public open spaces, parks and community-serving uses to create an attractive and vibrant neighborhood in downtown Montclair.

The project site is currently designated regional commercial and zoned C3. Neither residential uses nor a mix of residential and commercial uses are allowed under this designation and zoning. Therefore, the proposed project will require a General Plan Amendment and Zone Change. Current zoning limits the height of on-site structures to 35 feet. The project proposes structures as tall as 85 feet.

Project Approach

The approach of the Dudek project team is based on meeting the following objectives:

- Serving as a key element of the project 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 project team to ensure technical accuracy, document objectivity, and legal defensibility
- Complying with CEQA, the current CEQA Guidelines, as well as current case law, and serving as a public educator of CEQA and the CEQA process

Scope of Work

- Complying with all unique City processing requirements
- Using applicable information from other recent environmental documents (i.e., Montclair Plaza Expansion/Enhancement Project MND and North Montclair Downtown Specific Plan EIR) to recognize schedule and budget efficiencies
- 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

Dudek agrees that an EIR will be appropriate for the project, depending on the results of project-level analysis of air quality and noise, particularly during construction, as well as review of all applicant-prepared technical studies. Dudek will take full responsibility for project initiation and organization, data compilation, impact assessment, development of mitigation measures (as needed), 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 (MMRP).

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 in an 8½ x 11 inch size, unless a larger format is critical to the readability of the document. All final work products will be submitted in electronic format and will be prepared using Microsoft Word and other formats (i.e., Adobe Acrobat (PDF)) that are compatible with the City's software applications.

TASK 1 Participate in Project Startup Activities

Subtask 1A Attend One Project Kick-Off Meeting

The Dudek team will attend one project kick-off meeting with representatives from the City of Montclair and 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; finalize the cumulative projects list with the City; discuss the City's format for the draft Findings of Fact; 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 Dudek project team with the issues and concerns that the project team determines to be important issues for analysis in the EIR. Based on the discussions and issues raised during the kick-off meeting, the Dudek project management team will refine the scope of work, schedule, and budget, if necessary.

List of Products

- Attend one (1) kick-off meeting
- Submit one (1) written request for additional information, if necessary

TASK 2 Conduct Preliminary Analyses

Subtask 2A Prepare Traffic Impact Study

The traffic study, to be prepared by Stantec, will evaluate the proposed Montclair Plaza Specific Plan Project, which includes construction of 4,376 dwelling units and a 200-room hotel, with the potential for additional commercial uses, above what was approved for Phase I of the project. The traffic analysis will be performed for three time frames: existing plus project, a short-range (typically an opening day) analysis and a long-range (General Plan buildout) analysis of the proposed project. The existing plus project scenario will satisfy CEQA requirements and the short-range will identify project impacts related to additional traffic on the surrounding area street system. The long-range analysis will focus on analyzing the difference between the existing General Plan land uses and the proposed project in support of the proposed General Plan amendment.

The analysis will be completed in two phases: Phase 1 will identify the exact project scoping, including trip generation and distribution and identification of the exact locations to be analyzed. Phase 2 will include the full traffic analysis. Stantec will obtain forecast data from the Regional Transportation Plan (RTP)/Sustainable Communities Strategies (SCS) traffic model maintained by the San Bernardino County Transportation Authority (SBCTA), with a buildout year of 2040. The associated cost of acquiring the current traffic model from SBCTA is included in this scope.

The project's trip distribution will be derived using the SBCTA 2040 model. For a baseline condition, the project traffic will be added to the existing counts to represent baseline plus project conditions, and thereby, satisfy CEQA requirements for comparison of project impacts to existing conditions.

The short-range analysis will define cumulative conditions by developing a suitable interpolation between existing and long-range volumes using the SBCTA model, along with the addition of traffic from known cumulative projects anticipated to be occupied within this timeframe. This analysis will thereby provide the near term impact analysis for EIR purposes.

The long-range part of the analysis will compare the current General Plan land uses with those proposed by the project (i.e., a "plan to plan" analysis). Year 2040 model forecasts with the proposed project will be produced by adding the proposed project data to the RTP/SCS model. SBCTA has recently updated the model to year 2040 and this is the model that will be used. 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:

Task 1: Project Scoping – Trip generation will be calculated for the proposed project using the latest version of ITE rates for related land uses. Any potential reductions for pass-by or linked trips, including TOD-oriented possibilities will be taken. Stantec will then use the SBCTA model to distribute the trips along the project roadways. This information will be used to determine the exact project area and intersections to be analyzed. Please note that the San Bernardino County Congestion Management Plan was updated in June 2016, which includes the Guidelines for CMP Traffic Impact Analysis Reports (now Appendix B). These guidelines state that the project area may extend up to 5 miles beyond the site, or where the project has dissipated to under 50 trips per intersection.

Task 2: Data Collection / Existing Conditions – Once the exact intersections are determined, traffic count data (ADT and peak hour counts) will be collected for the study area intersection and roadways.

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Stantec will also perform field reviews to document existing traffic-related conditions for analysis and for verification of collected traffic data. This scope of work assumes that the traffic study will analyze up to 28 intersections, and a maximum of 30 roadway/freeway segments. Final determination of the study area intersections and roadway segments will be determined in discussions with City staff. Final determination of the study area intersections and roadway segments will be determined following Task 1 and discussions with the project team, including City staff. If additional intersections are determined to be necessary, an additional scope and fee will be developed at that time.

Task 3: Existing Conditions Analysis – This scenario will compare the impacts of the existing-plus-project scenario against the existing traffic count (No Project) conditions. Land use and trip generation inputs and HCM peak hour levels of service and delay will be derived for the intersections in the study area.

Task 4: Short-Range Analysis – The short-range analysis will compare the impacts of existing land uses with the proposed project land uses in a short-range time frame. Background (No Project) conditions will be derived either from related projects provided by the City 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 direct impacts of the project. Land use and trip generation inputs, construction traffic impacts, and HCM peak hour levels of service and delay will be derived for the intersections in the study area.

Task 5: 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 project using 2040 SBCTA model. Land use and trip generation inputs, and HCM peak hour levels of service and delay will be derived for the intersections in the study area.

Task 6: Mitigation Measures – Using the results from Tasks 3, 4 and 5, an evaluation will be made of methods to mitigate project impacts as applicable. The current long-range transportation improvements that have been identified for the General Plan land uses will be considered, and where appropriate, changes will be proposed.

Task 7: Special Issues – This task will address special traffic issues with respect to the project including access onto the local street system. This access evaluation will include a Synchro/SimTraffic analysis with respect to intersection operations for site access. Construction impacts and mitigation will also be discussed.

Task 8: Traffic Report – 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. Any appropriate revisions will be incorporated into the study so that it can be found to be responsive to the needs of the project. Appropriate revisions include any corrections to the report within the general scope of work and intersections where data was collected. Any comments that result in traffic data collection or analysis at any locations not identified in this proposal may result in the need for additional compensation. Any coordination with Caltrans, such as for mitigation of freeway ramp intersections or mainline impacts, is not expected to be necessary and is not included in this scope of work.

Task 9: Meetings/Hearings and EIR Support – We will attend up to five (5) project meetings, including a kick-off meeting to review the proposed plan and concepts and additional meetings where traffic-related issues are discussed. Stantec will also answer questions and provide assistance in addressing traffic and transportation-related issues that may come forward during the course of the project from their offices via e-mail, correspondence, or project team meetings. In addition, whenever possible, portions of the traffic

study (i.e. project turning movements and traffic generation) will be provided independently of the study, to facilitate preparation of other portions of the EIR.

The results of the traffic impact study will be included as part of a separate report, as well as in the EIR.

List of Products

- One (1) electronic copy of the draft traffic impact study report in Microsoft Word and PDF formats
- Two (2) printed hardcopies of the final traffic impact study report in Microsoft Word and PDF formats

Subtask 2B Conduct Air Quality Modeling

Dudek will use the results of the traffic impact study, information regarding construction phases, schedules, and equipment, as well as information regarding specific activities and hours of operation to model the potential impacts of the proposed project on air quality. By conducting the air quality modeling early in the environmental review process, Dudek can determine whether there will be significant impacts to air quality, and if these impacts can be mitigated. Dudek will prepare the air quality section of the EIR for the proposed project using the significance thresholds in Appendix G of the CEQA Guidelines and the South Coast Air Quality Management District's (SCAQMD's) emissions-based thresholds as the basis.

After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the project applicant or its representatives, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the applicant regarding the information needed. Details of the analysis (e.g., daily criteria air pollutant emission calculations) will be included in an appendix to the EIR.

Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality assessment. Current air quality conditions and recent trends in the South Coast Air Basin, where the project is located, will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized.

Dudek will estimate construction emissions associated with development of the proposed multi-family residential and hotel project using the California Emissions Estimation Model (CalEEMod) land use and air emissions model. The analysis of short-term construction emissions (and demolition emissions, if proposed), will be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the applicant and/or standardized approaches. Dudek will then evaluate the significance of the emissions based on the SCAQMD significance criteria.

The SCAQMD also recommends that a project's construction emissions be assessed with respect to SCAQMD's "localized significance thresholds" (LSTs). The LSTs are intended to assess whether construction of a project would cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the project site. For projects with a total site area of five acres or less, the assessment may use a simple "lookup table" approach provided by the SCAQMD. For budgetary purposes, we have assumed that

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construction would occur within an area of five acres or less per day, and the assessment may use the lookup table approach and the construction emission estimates from CalEEMod.

The long-term operational analysis will quantify emissions generated by the operation of the proposed project using CalEEMod, including mobile source, energy, and area source emissions. Estimated mobile emissions will be based on the data presented in the traffic study prepared for the project. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod for residential and hotel land uses. The estimated operational emissions will be compared to the SCAQMD significance thresholds.

Dudek will evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial localized concentrations of air pollutant emissions, specifically carbon monoxide (CO) "hot spots". Dudek proposes only addressing CO hotspots in a qualitative manner because increases in traffic associated with the project area expected to be minor. Dudek will base its assessment on the screening criteria recommended by the SCAQMD. For budgetary purposes, it is assumed that the study intersections would not exceed the screening criteria and a refined CO hotspots analysis would not be required.

Additional Appendix G thresholds will also be evaluated, including the potential for the project to expose sensitive receptors to substantial pollutant concentrations, to cause objectionable odors, or to impede attainment of the SCAQMD air quality management plan. The results of the updated air quality impacts analyses will be discussed with the project team and included as part of the EIR.

The project site is located within the vicinity of the Interstate 10 (I-10) freeway. In light of the Supreme Court decision on the California Building Industry Association versus Bay Area Air Quality Management District case (December 17, 2015), which concluded that agencies subject to CEQA generally are not required to analyze the impact of existing environmental conditions on a project's future users or residents, a health risk assessment to evaluate the potential impact of diesel vehicle emissions on the project is assumed to not be required. However, if required, Dudek could prepare an evaluation of the project's potential to expose sensitive receptors to substantial pollutant concentrations under a separate scope and budget.

Subtask 2C Prepare Greenhouse Gas Emissions Analysis

The greenhouse gas (GHG) emissions section of the EIR will include an assessment of the project in relation to the potential impacts on global climate change. This section will include a description of global climate change, summarizing the scientific and fundamentals and emission inventories at the national, state, and local levels. It will also include a summary of the key federal, state, and local regulatory actions as the regulatory setting for this topic.

The GHG emissions assessment will include a brief description of global climate change and a summary of key, applicable regulatory measures. Dudek will estimate the GHG emissions associated with construction (and demolition, if proposed) of the project using CalEEMod based on the same construction scenario utilized in the air quality analysis. Project-generated operational GHG emissions that will be estimated will include those associated with mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal. The emissions estimates will be based on information provided by the applicant or CalEEMod default values for residential land uses. Details of the analysis (e.g., annual GHG emission calculations) will be included in a technical appendix.

The impact analysis will reflect Appendix G of the State CEQA Guidelines; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (b) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. The SCAQMD GHG CEQA Significance Threshold Working Group has proposed options lead agencies can select from to screen thresholds of significance for GHG emissions in residential and commercial projects; however, no thresholds have been formally adopted. Options the SCAQMD evaluated include bright-line screening thresholds of 3,000 metric tons of carbon dioxide equivalent (MT CO₂E) per year for all land use types and 3,500 MT CO₂E per year for residential projects, and an efficiency metric threshold of 4.8 MT CO₂E per service population per year for project-level analyses. Based on our recent experience working with the City and additional review of recent CEQA documents, it is our understanding that the City's guidance is to use the SCAQMD proposed thresholds to assess the significance of project-generated GHG emissions. We will work with City staff to confirm application of the appropriate threshold for evaluating the project's GHG emissions under CEQA. Our budget assumes that a simple emission-based threshold, such as the 3,000 MT CO₂E per year or the 4.8 MT CO₂E per service population per year, can be used.

At the local level, the City of Montclair has not adopted a comprehensive climate action plan; however, in March 2014, the San Bernardino Associated Governments (SANBAG) prepared a Regional GHG Reduction Plan, which outlines reduction strategies for San Bernardino County and the 21 incorporated cities that participated in the Regional GHG Reduction Plan study. Although the City authorized SANBAG to prepare the Regional GHG Reduction Plan, no formal action has been taken by the City's governing body to adopt the Regional GHG Reduction Plan or the GHG reduction measures that the plan presents. Instead, the City continues to rely on thresholds recommended by SCAQMD. Dudek will provide a discussion of applicable state regulations (Assembly Bill 32 Scoping Plan measures), and any General Plan goals, objectives, and policies that help the City contribute to regional GHG reduction efforts, and applicable development standards that would increase energy efficiency, such as the California Building Code.

Subtask 2D Conduct Noise Modeling

Dudek will use the results of the traffic impact study, information regarding construction phases, schedules, and equipment, as well as information regarding specific activities and hours of operation to model the potential noise impacts generated by the proposed project. By conducting the noise modeling early in the environmental review process, Dudek can determine whether there will be significant noise impacts, and if these impacts can be mitigated.

Dudek will conduct a noise study of potential impacts to existing and proposed future on-site land uses (i.e., residential and hotel uses). Commercial land uses are located to the north and east, residential uses are located to the north and west, and a church is located on the western project boundary. These land uses could be impacted by noise from project construction and operation, as well as existing and project-related traffic.

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

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- L_{max} , the maximum instantaneous noise level experienced during a given period of time

The field noise measurements conducted for the Montclair Plaza Phase I project, which consisted of seven on-site and nearby noise-sensitive receiver locations, will be used for this analysis. Potential construction noise impacts on nearby noise-sensitive land uses will be evaluated based on construction activity noise levels for similar commercial projects, as published by the U.S. Environmental Protection Agency.

Long-term (operational) noise effects from the existing, future and project-related vehicle trips along the major arterials and the I-10 freeway will be evaluated using the project's traffic study and the Federal Highway Administration's Traffic Noise Model (TNM) version 2.5. If noise impacts are identified, mitigation measures will be developed and recommended to reduce impacts to a "less than significant" level and to comply with City of Montclair noise standards.

The significance of noise impacts will be assessed based on the relevant City of Montclair, state and federal thresholds. If significant noise impacts are identified, mitigation measures to reduce impacts to a less than significant level (where feasible) will be recommended. The results of the updated noise level impacts analyses will be discussed with the project team and included as part of the EIR.

TASK 3 Prepare Initial Study/Notice of Preparation (IS/NOP) and Attend Scoping Meeting

Subtask 3A Prepare IS/NOP

Dudek will prepare an Initial Study/Notice of Preparation (IS/NOP) 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 CEQA Guidelines and would be used to narrow the focus of the environmental issues addressed in the EIR. Dudek would be responsible for preparing the Notice of Completion (NOC) and Notice of Availability (NOA) for the proposed project.

The Initial Study will be prepared in conformance with a City-approved Initial Study checklist format. Based upon review and comment by the project team, Dudek will revise the IS/NOP, as appropriate. It is anticipated that at a minimum, the following CEQA issue areas will be sufficiently analyzed in the Initial Study to allow them to be scoped out from further analysis in the EIR:

- Agriculture/Forestry Resources
- Biological Resources
- Cultural Resources
- Mineral Resources
- Recreation
- Tribal Cultural Resources

Since project details and community interest in the project are not yet known, we have assumed a worst case scenario of analyzing the remaining 13 CEQA issue areas in the EIR. However, if during the CEQA process, it is determined that additional CEQA issue areas can also be scoped out in the Initial Study, we will revise this proposal's scope of work and budget accordingly.

All mitigation measures included in the Initial Study would be incorporated into the Mitigation Monitoring and Reporting Program. All appropriate mitigation measures identified in the Initial Study would be provided

in an appendix of the EIR to consolidate all mitigation measures required of the project (from both the Initial Study and EIR) for ease in public reading and understanding. The "Environmental Impact Analysis" section at the end of this Scope of Work discusses each of these resources in more detail.

Once completed, Dudek will submit to the project team for internal review an electronic copy of the Administrative Draft IS/NOP. Once comments on the Administrative Draft IS/NOP have been received from the project team, Dudek will incorporate all comments and submit (electronically only) a Screencheck Draft IS/ NOP to the project team for final review before preparing the Final IS/NOP for public review. It is anticipated that comments received on the Screencheck Draft IS/NOP would be minimal and mostly editorial in nature. Substantive comments requiring a second round of substantial edits would require an amendment to the budget proposed. A Final Print-Ready Copy of the IS/NOP in electronic format (WORD and PDF) will be submitted to the project team for final review before printing.

Dudek will prepare and distribute twenty (20) printed bound copies of the Draft IS/NOP (with technical appendices), one (1) printed unbound camera-ready copy of the Draft IS/NOP, forty (40) electronic copies of the Draft IS/NOP on CD, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in PDF format. As appropriate, to save paper and other resources, appendices will be provided on CD when hard copies of the IS/NOP are printed.

Dudek will distribute the IS/NOP to the State Clearinghouse (SCH) and responsible agencies, trustee agencies, and any other interested parties pursuant to the City's (and applicant's, if applicable) mailing list. Dudek would be responsible for transmittal of the NOC to the County Clerk of San Bernardino, along with applicable filing fees. During the 30-day public review period of the IS/NOP, Dudek will begin preparation of the Draft EIR in order to reduce the overall project schedule.

Subtask 3B Attend One Scoping Meeting

Members of the Dudek team will attend a scoping meeting for the proposed project. Specifically, Dudek's Project Manager, as well as Stantec's Project Manager, will attend the scoping meeting. It is assumed that the City of Montclair would coordinate and facilitate the scoping meeting and that oversized presentation materials describing or illustrating the project will be provided by the applicant. Dudek would provide relevant meeting handouts, including a summary of the IS/NOP, a CEQA Process flowchart, the purpose of the scoping meeting, environmental issue areas, and a sign-in sheet. Dudek would also take detailed notes regarding the issues raised by commenting individuals that should be addressed in the Draft EIR. In addition, Dudek 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, as needed. Dudek's primary role in the scoping meeting is to solicit and/or record public input regarding the scope and content of the Draft EIR.

List of Products

- One (1) electronic copy of the Administrative Draft IS/NOP in Microsoft Word and PDF formats
- One (1) electronic copy of the Screencheck Draft IS/NOP in Microsoft Word and PDF formats
- One (1) electronic copy of the Final Print-Ready Copy of the IS/NOP in Microsoft Word and PDF formats
- Twenty (20) printed bound copies of the Final IS/NOP (with technical appendices)
- One (1) printed unbound camera-ready copy of the Final IS/NOP
- Forty (40) electronic copies of the Final IS/NOP on CD

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- One (1) electronic copy of the Final IS/NOP in Microsoft Word and PDF formats
- Attend one (1) Scoping Meeting

TASK 4 Prepare Administrative Draft EIR and Screencheck Draft EIR

Subtask 4A Prepare Administrative Draft EIR and Screencheck 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 Montclair 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 with respect to resources for which impacts have not been scoped out in the IS/NOP. The document will be as free as possible of jargon so that the information it contains is accessible to the project team 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, project location(s), project characteristics, and required approvals
- Introduction to the Analysis
- 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 and unavoidable impacts, and significant irreversible environmental changes or commitments of resources)
- List of EIR Preparers
- References

■ Technical Appendices

It is assumed that 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.

The scope of work for the environmental issue areas expected to be analyzed in the Draft EIR is further described at the end of this Scope of Work in the "Environmental Impact Analysis" section, 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, Dudek 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).

Cumulative Impacts

Cumulative impacts will be specified in the individual environmental issue areas 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 and identified in the traffic impact study prepared as part of Task 2. 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 2017 CEQA Guidelines. Dudek will review and finalize the list of cumulative projects to be used as part of the cumulative impacts analysis during the kick-off meeting; we will discuss including projects outside the City of Montclair as part of this list.

It is our understanding that recently, expansion of the I-10 freeway was approved to add an express lane. This California Department of Transportation (Caltrans) project (if not yet complete), as well as other area roadway improvement projects, will be considered as part of the cumulative impacts analysis in the EIR.

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, Dudek will work with the project team to first clearly articulate project objectives. The EIR can then most effectively assess alternatives in light of CEQA's mandate to reduce significant project-related impacts while meeting the project's basic objectives. Dudek 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.

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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 anticipated environmental impacts, focusing on the environmental issue areas fully analyzed in the body of the EIR but also considering all seventeen environmental issues areas as the alternative may result in impacts to issue areas that they project did not. Dudek will work closely with the project team to develop a maximum of three alternatives to the proposed project including the No Project scenario, as required by CEQA. Potential alternatives to the proposed project could include a smaller development and/or a different mix of proposed land uses.

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, survey results, data, and public and agency comments will be included as appendix material to the Draft EIR.

All appropriate mitigation measures identified for these resources in both the Initial Study (as discussed under Task 3) and the Draft EIR would be provided in an appendix of the Draft EIR to consolidate all mitigation measures required of the project (from both the Initial Study and EIR) for ease in public reading and understanding. All mitigation measures included in the Initial Study would be incorporated into the Mitigation Monitoring and Reporting Program.

Only electronic copies of the Administrative Draft EIR will be provided to the project team in an effort to cut down on printing costs. Once comments on the Administrative Draft EIR have been received from the project team, Dudek will incorporate all comments and submit (electronically only) a Screencheck Draft EIR to the project team for final review before preparing the Draft EIR for public review. It is anticipated that comments received on the Screencheck Draft EIR would be minimal and mostly editorial in nature. Substantive comments requiring a second round of substantial edits would require an amendment to the budget proposed. A Final Print-Ready Copy of the Draft EIR in electronic format (WORD and PDF) will be submitted to the project team for final review before printing.

List of Products

- One (1) electronic copy of the Administrative Draft EIR in Microsoft Word and PDF formats
- One (1) electronic copy of the Screencheck Draft EIR in Microsoft Word and PDF formats
- One (1) electronic copy of the Final Print-Ready Copy Draft EIR in Microsoft Word and PDF formats

TASK 5 Prepare Public Review Draft EIR and Attend Public Meeting on Draft EIR

Subtask 5A Prepare Public Review Draft EIR

Dudek will prepare a Draft EIR for a 45-day public review period that incorporates all of the comments on the Administrative Draft EIR and Screencheck Draft EIR. The Draft EIR will be comb-bound, using heavy stock paper for the cover, rather than plastic or laminate. Dudek will prepare and distribute twenty (20) printed bound copies of the Draft EIR (with technical appendices), one (1) printed unbound camera-ready copy of the Draft EIR, forty (40) electronic copies of the Draft EIR on CD, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in PDF format. Additionally, Dudek will prepare and distribute one (1) printed copy of the Executive Summary, twenty (20) CD copies of the Executive Summary, and one (1) printed unbound camera-ready copy of the Executive Summary. Dudek will distribute the requisite fifteen (15) copies of the Draft EIR (including its technical appendices and Executive Summary) to the State Clearinghouse. If acceptable to the project team, Dudek will submit the Draft EIR to the State Clearinghouse on CD, including hard copies of the Executive Summary (15 copies of each). As appropriate, to save paper and other resources, appendices will be provided on CD when hard copies of the EIR are printed.

Dudek would also be responsible for preparation of the NOC, as well as any applicable filing fees. Dudek will distribute the NOC along with the Draft EIR to the State Clearinghouse. 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 of the NOC in a local newspaper. Dudek would be responsible for transmittal of the NOC to the County Clerk of San Bernardino, along with applicable filing fees.

Subtask 5B Attend One Public Meeting on Draft EIR

Dudek's Project Manager, as well as Stantec's Project Manager, will attend a public meeting for the Draft EIR. It is assumed that the City of Montclair would coordinate and facilitate the public meeting and that presentation materials describing or illustrating the project will be provided by the applicant. Dudek would take detailed notes regarding the issues raised by commenting individuals that should be addressed in the Final EIR. In addition, Dudek would be available to provide an overview of the CEQA process and answer questions raised by the public regarding the CEQA process and/or questions regarding the analysis in the EIR.

List of Products

- Twenty (20) printed bound copies of the Draft EIR (with technical appendices)
- One (1) printed unbound camera-ready copy of the Draft EIR
- Forty (40) electronic copies of the Draft EIR on CD
- One (1) electronic copy of the Draft EIR and Executive Summary in Microsoft Word and PDF formats
- One (1) printed stapled copy of the Executive Summary
- One (1) printed unbound camera-ready copy of the Executive Summary
- Twenty (20) CD copies of the Executive Summary
- Attend one (1) public meeting on the Draft EIR

TASK 6 Prepare Administrative Final EIR, Screencheck Final EIR, and MMRP

Subtask 6A Prepare Administrative Final EIR, Screencheck Final FEIR, and 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. 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.

All appropriate mitigation measures identified for these resources in both the Initial Study (as discussed under Task 3) and the Draft EIR would be provided in an appendix of the Draft EIR to consolidate all mitigation measures required of the project (from both the Initial Study and EIR) for ease in public reading and understanding. All mitigation measures included in the Initial Study would be incorporated into the MMRP.

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.

Only electronic copies of the Administrative Final EIR will be provided to the project team in an effort to cut down on printing costs.. Once comments on the Administrative Final EIR and MMRP have been received from the project team, Dudek will incorporate all comments and submit (electronically only) a Screencheck Final EIR and MMRP to the project team for final review before preparing the Final EIR and MMRP for public review. It is anticipated that comments received on the Screencheck Final EIR and MMRP would be minimal and mostly editorial in nature. Substantive comments requiring a second round of substantial edits would require an amendment to the budget proposed. A Final Print-Ready Copy of the Final EIR in electronic format (WORD and PDF) will be submitted to the project team for final review before printing.

List of Products

- One (1) electronic memorandum indicating the adequacy of the estimated budget for the responses to comments work effort (if needed)
- One (1) electronic copy of the Administrative Final EIR in Microsoft Word and PDF formats
- One (1) electronic copy of the Screencheck Final EIR in Microsoft Word and PDF formats
- One (1) electronic copy of the Final Print-Ready Copy Final EIR in Microsoft Word and PDF formats

TASK 7 Prepare Final EIR for Public Review, Attend Certification Hearings and File NOD

Subtask 7A Prepare Final EIR for Public Review

Dudek will prepare a Final EIR and MMRP that incorporates all of the comments on the Administrative Final EIR, Screencheck Final EIR and MMRP. Dudek will provide the project team with fifteen (15) printed bound copies of the Final EIR and MMRP, one (1) printed unbound camera-ready copy of the Final EIR and MMRP, one (1) electronic copy of the Final EIR and MMRP in Microsoft Word format, one (1) electronic copy of the Final EIR and MMRP in PDF format, and fifteen (15) CD copies of the Final EIR and MMRP. 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

- Fifteen (15) printed bound copies of the Final EIR (with technical appendices) and MMRP
- One (1) printed unbound camera-ready copy of the Final EIR and MMRP
- One (1) electronic copy of the Final EIR and MMRP in Microsoft Word and PDF formats
- Fifteen (15) CD copies of the Final EIR and MMRP

Subtask 7B Attend Planning Commission and City Council Hearings and File NOD

Members of the Dudek team will attend up to two (2) hearings before the Planning Commission and up to two (2) hearings (if more than one is required for each) before the City Council during which approval of the project and certification of the Final EIR would be considered. Specifically, Dudek's Project Manager, as well as Stantec's Project Manager, will attend all hearings. It is assumed that the City of Montclair would coordinate and facilitate the meeting and that oversized presentation materials describing or illustrating the project will be provided by the applicant. Dudek would be available to answer questions raised concerning the CEQA process and/or technical questions regarding the analysis contained in the EIR. If attendance of Dudek/Stantec staff is only required at one Planning Commission and/or one City Council hearing, this proposal's scope of work and budget will be revised accordingly.

Dudek would prepare and file the Notice of Determination (NOD) with the County Clerk (within five days of certification of the EIR). Dudek would also be responsible for any applicable filing fees.

List of Products

- Attend two (2) Planning Commission hearings
- Attend two (2) City Council hearings
- One (1) printed and one (1) electronic copy of the NOD

TASK 8 Attend Additional Project Meetings

Subtask 8A Attend Additional Project Meetings

In addition to the meetings identified under Tasks 1 through 7 above, at the City's request, members of the Dudek project management team will attend one in-person team meeting every two weeks over the course of the project's schedule. This equates to a maximum of twenty six (26) in-person one-hour team meetings during preparation of the IS/NOP and EIR, as deemed necessary by the project team. This scope of work assumes all project meetings would be attended at the City of Montclair offices.

List of Products

- Attend or participate in up to twenty six (26) in-person one-hour team meetings

TASK 9 Project Management and General Coordination

Subtask 9A Project Management and General Coordination

The purpose of this task is to manage the Dudek project team, manage the environmental document preparation effort, and maintain constant, close communication between the all members of the project 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. Dudek will coordinate the team's work for the communication of issues, transmittal of comments, financial management, and other project management matters.

TASK 10 Prepare Certification Documents

Subtask 10A Prepare Certification Documents

Dudek 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 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 project team regarding the benefits of the project. Dudek will consult with the project team to review and finalize the Findings and Statement of Overriding Considerations for the City's ultimate adoption.

List of Products

- One (1) electronic copy of the Draft Certification Documents in Microsoft Word and PDF formats
- Five (5) printed copies of the Final Certification Documents
- One (1) printed unbound camera-ready copy of the Final Certification Documents

Environmental Impact Analysis

Since project details and community interest in the project are not yet known, we have assumed a worst case scenario of analyzing 13 CEQA issue areas in the EIR. However, if during the CEQA process, it is determined that additional CEQA issue areas can be scoped out in the Initial Study, we will revise this

proposal's scope of work and budget accordingly. Therefore, the following CEQA issue areas will be analyzed and discussed in either the IS/NOP or the EIR.

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 environmental analysis will provide a description of views to and from the site, supplemented by photographs. Under the proposed project, the current commercial structures on the project site would be replaced by multi-family residential units and a hotel. Structures are proposed to be as tall as 85 feet in height. Therefore, the general character of the project site would change. Dudek will fully 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.

Existing sources of light and glare will also be described. The environmental analysis 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. Dudek will evaluate changes in ambient lighting levels, including hot spots and spillover onto adjacent areas, particularly any nearby sensitive receptors that will be identified. Substantial light can be caused by lighting to illuminate signage or architectural features, or for wayfinding purposes, and substantial glare can be caused by the use of reflective building materials, both of which have the potential of being installed as part of the project request.

Agriculture/Forestry Resources

The proposed project site is not designated as prime farmland, farmland of statewide importance, unique farmland, or local importance and is not subject to a Williamson Act contract. Furthermore, the proposed project site has never been used as forest land or used for timber production. These issues will be discussed and supported with documentation. However, Agriculture/Forestry Resources will likely be scoped out in the IS/NOP.

Air Quality

The City of Montclair 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_x, PM₁₀, and PM_{2.5}. The air quality analysis 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. The results of the analysis prepared under Task 2B will be summarized in the Draft EIR.

Biological Resources

Based on our knowledge of the project site, vegetation on the project site is limited to small patches of grass and ornamental trees. As such, it is unlikely that any native vegetation exists on the project site. It is also

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unlikely that any sensitive species or habitats are located on the project site. While there are ornamental trees located on the project site and in the public right-of-way at the project site that could be directly or indirectly affected by construction activities, it is highly unlikely that they would provide suitable habitat for nesting migratory birds. To ensure that no impacts to migratory birds would occur, the environmental document will include a mitigation measure that requires preconstruction surveys for nesting migratory birds (if determined appropriate). Additionally, the environmental analysis will consider the removal of potentially mature trees and determine any potentially significant impacts of doing so. Biological Resources will likely be scoped out in the IS/NOP.

Cultural Resources

Dudek will document that the existing structures on the project site are not greater than 50 years old, the typical threshold for determining eligibility for listing as an historic resource in the California Register of Historic Places. If historic resources are identified on the project site, Dudek can prepare Department of Parks and Recreation (DPR) 523 forms as an amendment to the proposed scope of work and budget, as needed. Separate from historic structures is the issue of subsurface archaeological or paleontological resources. Dudek will begin by conducting a California Historical Resources Information Systems (CHRIS) records search of the project area and at the San Bernardino Archaeological Information Center (SBAIC), which houses cultural resource records for San Bernardino County. The purpose of the records search is to identify any previously recorded cultural resources that may be located within the project area.

In addition to a review of previously prepared site records and reports, the records search will also review historical maps of the project area, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. Cultural Resources will likely be scoped out in the IS/NOP.

Energy

Dudek will prepare an Energy section that complies with Appendix F (Energy Conservation) of the CEQA Guidelines. This section will identify and analyze potentially significant energy impacts generated by the proposed project (i.e., transportation energy impacts, construction energy impacts, and renewable energy impacts). The EIR will include a discussion of the proposed project's energy consuming equipment and processes during both construction and operation. The total energy requirements of the proposed project, as well as energy conservation equipment and design features, will also be described. The EIR will identify the effects of the proposed project on local and regional energy supplies and on requirements for additional capacity (if needed). Furthermore, the Energy section of the EIR will discuss the proposed project's effects on peak and base period demands for electricity and other forms of energy; the degree to which the project complies with existing energy standards; the effects of the project on energy resources; and, the project's projected transportation energy use requirements and its overall use of efficient transportation alternatives.

Geology/Soils

This section will be prepared using any project-site specific geotechnical information that may be available from the applicant as well as available geologic and/or soils maps, published literature, stereoscopic aerial photographs, and information, reports, and/or plans with information regarding geology and/or soils for the project site. Typically, for urban infill projects, enough data can be gathered such that a detailed geological study is not required, and further, standard construction techniques and the rigorous requirements of the

Uniform Building Code, the California Building Code, and the City's Municipal Code provide enough protection to ensure that significant impacts do not result. 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. Based on the information collected, soils and geologic conditions will be discussed, and potential impacts will be identified.

Greenhouse Gas Emissions

Greenhouse gas (GHG) emissions and climate change will be addressed using a methodology that Dudek has and is currently using on other projects of similar size and scope. To accomplish this, Dudek will briefly describe global warming concepts, the science that supports these concepts, each of the GHGs, and the project's participation (or lack of) in the formation of these gases. As the science of greenhouse gases is constantly changing, Dudek will briefly describe the current regulatory setting including California law AB 1493, AB 32, and Executive Order S-3-05, and will outline SCAQMD's current position on significance thresholds. The results of the analysis prepared under Task 2C will be summarized in the Draft EIR.

Hazards/Hazardous Materials

Historic use of the project site as a shopping mall and associated commercial uses could have resulted in the use, transport, or disposal of hazardous materials to the site. It is likely that these materials were limited to everyday cleaners and chemicals needed for cleaning and landscaping, however, potential impacts of the previous use will be assessed and summarized in the EIR. Since Dudek could not confirm if a hazardous materials database check has been conducted in the past year, we will complete the task of having Environmental Data Resources, Inc. (EDR) run a hazardous materials database check as much to confirm potential hazards on the project site as in the immediate area of the project site that may affect the proposed project. If it is determined that this database check is not necessary, we can revise the budget included herein.

The EIR will describe planned uses at the project site that could create hazards for future residents or occupants of the proposed shopping center and hotel, such as those associated with the use, disposal, transportation, or potential upset of hazardous materials, including those typically used for commercial and/or restaurant cleaning. Federal, state, county, and City laws and regulations governing hazardous materials will be summarized. 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 highly unlikely and could likely be scoped out in the IS/NOP. The proposed project site is not located within two miles of a public or private airport, and therefore, would likely not pose any potential hazards associated with working within proximity of an airport.

Hydrology/Water Quality

Existing hydrologic conditions will be identified, including the extent and nature of the existing watershed, groundwater recharge, and supply, drainage conditions, and water quality. Surface water resources will be described for the project area. Existing and planned drainage and flood control facilities for the proposed uses 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. 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 reasonably constant given that the site is

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currently developed with a shopping mall and will not be substantially altered (with respect to the amount of impervious surfaces and/or the grade of the property interfacing with adjacent roadways) although the amount of landscaping (pervious surfaces) will be addressed. 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.

The environmental analysis will address potential changes in surface water and groundwater quality as a result of site redevelopment. Dudek will discuss the applicability of relevant water quality regulations to reduce potential effects. These requirements would include, but would not be limited to, the Regional Water Quality Control Board NPDES permit requirements for construction and operational activities and the Clean Water Act Section 303(d) list of impaired water bodies. In addition, either this section and/or the utilities/service systems section would determine whether the project would result in an exceedance of the capacity of any downstream storm drain facility, or result in runoff that exceeds the pre-developed condition. The risk of inundation by seiches, mudflows, and tsunamis (which are not likely) will also be addressed in the EIR.

Land Use/Planning

The Land Use section of the EIR will describe the consistency of the proposed land use with the City's General Plan. The land use section will describe existing land uses, intensities, and patterns in the vicinity of the project site and the compatibility of the proposed project with existing development. 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. 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.

The project site is currently designated regional commercial and zoned C3. Neither residential uses nor a mix of residential and commercial uses are allowed under this designation and zoning. Therefore, the proposed project will require a General Plan Amendment and Zone Change. The proposed project would create a new zoning district for the shopping plaza. Current zoning limits the height of on-site structures to 35 feet; the project proposes a height of 85 feet for new structures. The proposed project would be developed under a specific plan with opportunities to transfer uses between districts within the project site boundaries. The potential impacts of the above entitlement requirements will be discussed in the EIR.

Mineral Resources

The proposed project site is currently developed with commercial uses and associated parking and does not have an oil and gas well on-site. The environmental document will analyze the potential for the proposed project to result in the loss of availability of a known mineral resource or a locally important mineral resource recovery site. Potentially significant impacts are not anticipated, however, this issue will be included in the environmental document as per CEQA. Mineral Resources will likely be scoped out in the IS/NOP.

Noise

Dudek will use the results of the traffic impact study, information regarding construction phases, schedules, and equipment, as well as information regarding specific activities and hours of operation to model the potential noise impacts generated by the proposed project both during construction and operation. The results of the analysis prepared under Task 2D will be summarized in the Draft EIR.

Population/Housing

Phase II of the proposed project includes development of 4,376 dwelling units and a 200-room hotel. The proposed project would not displace existing housing and would not divide an established community. However, the proposed project could increase the number of employees at the project site that could alter the population, employment, and housing characteristics for the area through a change in land uses and an increase in the number of jobs available on-site. The employment and housing characteristics of the city and region will be summarized and will be utilized to determine potential project impacts. Applicable General Plan policies regarding population, housing (including affordable housing), and employment opportunities will also be described and analyzed.

Public Services

The City of Montclair Fire Department and Police Department provide fire and police services to the City. The EIR will address potential impacts of the project on police and fire department response capabilities and time. The EIR would also address proper site access and circulation, location and number of fire hydrants, and fire prevention devices and systems that would be installed. The proposed facilities could have a greater number of employees than the current retail and restaurant uses. Additionally, the proposed project includes development of 4,376 dwelling units and a 200-room hotel. Therefore, since there is an anticipated increase in population with the proposed project (especially a permanent residential population), impacts on recreational facilities, schools and libraries will be analyzed. The Ontario-Montclair School District and the Chaffey Union High School District serve the educational needs of the project area. Potential impacts to public services will be substantiated and analyzed in the EIR.

Recreation

The environmental document will document the existing parks, open space, and recreational resources in the project area. Policies related to recreation and open space will be described, as applicable to the proposed project. The impacts of the proposed project (if any) on parks, open space, and recreational resources will be evaluated. Standards for the provision of such resources, as established in the General Plan and as provided for in the City's General Plan and in the Quimby Act, will be compared and evaluated. Recreation will likely be scoped out in the IS/NOP.

Transportation/Traffic

As indicated under Task 2A above, Stantec will produce a stand-alone traffic impact study that provides recommendations for the mitigation of project impacts, if any. The report will include the appropriate maps showing the study area(s), study intersections, and locations of the cumulative projects, diagrams showing peak hour turning movement volumes at the study intersections for each scenario, and trip distribution percentages. Analysis of on-site and off-site circulation, access, queuing, and parking will be included. All calculations will be provided. Dudek and Stantec will respond to comments received from the project team. Dudek will summarize the results of the traffic impact study into the EIR.

Tribal Cultural Resources

Dudek will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project who should be contacted for additional information. Dudek will assist the City with preparing and mailing a letter to each of the NAHC-listed contacts to comply with AB 52 and SB 18, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the project area. No follow-up telephone calls or meetings with Native Americans are included in this scope of work. Tribal Cultural Resources will likely be scoped out in the IS/NOP.

Utilities/Service Systems

The analysis of wet utilities (sewer, water, and storm drain) will focus on the adequacy of existing City systems to accommodate the proposed project. In general, hotels use demand larger amounts of water, electricity and natural gas, and produce larger amounts of sewage, storm drain capacity, and solid waste production than standard commercial uses. As such, the addition of a hotel use at the proposed project site will be analyzed for all utilities in the EIR. With respect to sewer, this section of the EIR will address whether the sewage generated by the project would exceed the wastewater treatment requirements of the Regional Water Quality Control Board. In addition, Dudek would also coordinate with the City 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. Similarly, the EIR 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 drainage, this section of the EIR 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. 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 also be addressed in the EIR.

The EIR will provide a description of existing and future landfill capacity at the landfills that accept waste from the City of Montclair 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.

Dudek will also collect information concerning existing and planned energy infrastructure and sources that would 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.

Approach to Communication

In practice, effective project management is the result of constant and careful attention to the daily demand for communication: communication among project participants and communication with the client. Dudek believes that, in the end, the most effective project manager is the one who ensures that information, data, instructions, and guidance continue to flow on a regular basis. Dudek's project manager will maintain a continual level of communication with the project team by:

- Serving as the single point of contact
- Regularly calling and/or emailing the project team's key contact staff person to discuss project milestones, activities, and potential issues
- Holding regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Coordinating with the project team at strategic junctures for public input

Proactive communication and coordination with the project team are determining factors in the success of this project for all parties involved. We will take an aggressive approach in developing the proper documentation and approval process with the project team at critical decision points and milestones. All correspondence will be directed through the project manager, and the project manager will be responsible for making sure that all information is passed on to team members. Weekly team meetings will be held to verify that the schedule identified in the work plan is being followed.

Schedule

The proposed schedule assumes a kick-off date of August 14, 2017; however, this schedule can be modified if the project commences earlier or later than the proposed date. Dudek proposes the following schedule to complete an EIR within twelve months of kick-off, as required by CEQA Guidelines Section 15108. If a more aggressive schedule is desired, we would be happy to work with the project team to determine how this could be accomplished. Dudek understands the importance of meeting the schedule outlined below and has confirmed technical staff availability to meet this schedule, assuming that adequate information regarding the project and a mutually acceptable scope of services is available when CIM provides Dudek with a notice to proceed. Other factors that could lengthen or shorten the schedule include dates of receipt of project information, length of project team review, and unanticipated issues arising from City staff or public review of the EIR.

Target dates:

- Kick-off Meeting By August 14, 2017
- Completion of review of Existing Technical Studies & Plans..... By August 28, 2017
- Completion of Technical Analyses¹By October 9, 2017

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

- Submittal of Administrative Draft IS/NOP and NOC..... By October 16, 2017
- Receipt of Comments on Administrative Draft IS/NOP and NOC..... By October 30, 2017
- Submittal of Print-Ready Draft IS/NOP and Final IS/NOP and NOC..... By November 13, 2017
- Publication of Final IS/NOP and NOC By November 30, 2017
- 30-Day IS/NOP Public Review Period November 30, 2017 – December 29, 2017
- Scoping Meeting During 30-Day Public Review

Draft EIR and Notice of Completion (NOC)

- Submittal of Administrative Draft EIR and NOC..... By January 19, 2018
- Receipt of Comments on Administrative Draft EIR and NOC..... By February 9, 2018
- Submittal of Print-Ready Draft EIR and Draft EIR and NOC By February 23, 2018
- Publication of Draft EIR..... By March 2, 2018
- 45-Day Draft EIR Public Review Period.....March 2, 2018 – April 16, 2018
- Draft EIR Public Hearing During 45-Day Public Review

Final EIR, MMP and Notice of Determination (NOD)

- Submittal of Administrative Final EIR/MMRP and NOD By May 14, 2018
- Receipt of Comments on Administrative Final EIR/MMRP and NOD..... By June 4, 2018
- Submittal Print-Ready Final EIR/MMRP and Final EIR and NOD..... By June 18, 2018

¹ Completion of the traffic study is not required for completion of the Initial Study.

- Publication of Final EIR/MMRP..... By June 25, 2018
- File NOD Within 5 days of certification of EIR
- Attend Planning Commission and City Council Hearings..... July/August 2018

Project Meetings and Management

- Attend Project Meetings Ongoing
- Project Management and General Coordination Ongoing

The overall schedule for completion of the EIR will specifically depend on several factors, some of which are outside of Dudek' control. In particular, the availability of the project team to review the revised project description, agree on the scope of the document, review the technical studies, and review the Draft EIR will be key factors. The schedule includes the following specific assumptions:

- Receipt of complete and accurate project data at the project kick-off meeting
- Receipt of complete and accurate technical studies and plans at the project kick-off meeting
- Stable project description throughout the environmental review process

Budget

Dudek has prepared a cost estimate that is competitive, yet accurately reflective of the level of effort required to complete the scope of services based on our understanding of the project with the information made available to date. Dudek does not believe it is in the client's interest to submit an unrealistically low cost proposal, which is made possible by either reducing the scope of work or by assuming that budget augmentments will be made available at a later date. That said, we are flexible and willing to discuss ways to reduce our preliminary cost proposal, if necessary. For your convenience, we have provided a detailed cost proposal for preparation of an EIR as Attachment A, identifying labor costs by task, by person, and by hour, and we have also included our standard fee schedule as Attachment B. In an effort to keep costs at a minimum, there will be minimal printing of the draft document and notices. If additional printed copies are requested by any member of the project team, Dudek will revise this budget accordingly. Additionally, as per our prior experience with Phase I of this project, we have included weekly meetings/conference calls to ensure the project stays on track and progresses in a timely manner.

Factors that would increase the scope of work and estimated costs outlined in this proposal include, but are not necessarily limited to, any of the following:

- Attendance at additional meetings
- Additional printing of copies of reports
- Analysis of additional issues above those discussed in this proposal, or a more detailed level of analysis than described in this proposal
- Changes in the project requiring re-analysis or rewriting of report sections
- Collection of additional data

Our cost proposal is valid for 90 days from the date of this proposal and is based on all team members' standard hourly rates.

Attachment A Budget

Attachment A
Proposed Budget for the Montclair Plaza Specific Plan Project EIR

TASK	HOURS						COST	
	Project Manager	Senior Analyst	Junior Analyst	General Administration (Word Processing)	Graphic/ GIS	Subtotal Hours	Subtotal Dollars	TOTAL
	Principal	Environmental Specialist V	Environmental Analyst II	Technical Editor I	Assistant Designer			
LABOR COST (ENVIRONMENTAL IMPACT REPORT)	\$240.00	\$175.00	\$105.00	\$115.00	\$130.00			
1.0 Participate in Project Startup Activities								\$400
1A Attend One Project Kick-Off Meeting	2					2	\$480	
2.0 Conduct Preliminary Analyses								\$109,367
2A Prepare Traffic Impact Study (Includes ISE admin fee)								
2B Conduct Air Quality Modeling (Includes modeling and analysis)	6	24	11			41	\$6,795	
2C Prepare Greenhouse Gas Emissions Analysis	4	18	4			26	\$4,590	
2D Conduct Noise Modeling (Includes field measurements, modeling and analysis)	6	36	9		2	53	\$8,945	
3.0 Prepare IS/NOP and Attend Scoping Meeting								\$32,445
3A Prepare IS/NOP	12			12	8	32	\$5,300	
Project Description			6			6	\$630	
Aesthetics			1			1	\$105	
Agriculture/Forestry Resources			1			1	\$105	
Air Quality			1			1	\$105	
Biological Resources		12				12	\$2,100	
Cultural Resources		32				32	\$5,600	
Energy			1			1	\$105	
Geology/Soils			1			1	\$105	
Greenhouse Gas Emissions			1			1	\$105	
Hazards/Hazardous Materials			1			1	\$105	
Hydrology/Water Quality			1			1	\$105	
Land Use/Planning			1			1	\$105	
Mineral Resources			1			1	\$105	
Noise			1			1	\$105	
Population & Housing			1			1	\$105	
Public Services			1			1	\$105	
Recreation			1			1	\$105	
Traffic/Transportation			1			1	\$105	
Tribal Cultural Resources		12				12	\$2,100	
Utilities/Service Systems			1			1	\$105	
Mandatory Findings of Significance			1			1	\$105	
Screencheck Draft IS/NOP	6		16	8	4	34	\$4,560	
3B Attend One Scoping Meeting (Includes preparation for meeting)	4		6			10	\$1,900	
4.0 Prepare Administrative Draft EIR* and Screencheck Draft EIR								\$58,400
4A Prepare Administrative Draft EIR and Screencheck Draft EIR	28			24	8	60	\$10,520	
Introduction			2			2	\$210	
Executive Summary			6			6	\$630	
Project Description			8			8	\$840	
Introduction to the Analysis			2			2	\$210	
Effects Not Found to Be Significant			4			4	\$420	
Aesthetics	24					24	\$4,200	
Air Quality (summarizing the results of Task 2B)			6			6	\$630	
Energy	16					16	\$2,800	
Geology/Soils	16					16	\$2,800	
Greenhouse Gas Emissions (summarizing the results of Task 2C)			8			8	\$840	
Hazards/Hazardous Materials	16					16	\$2,800	
Hydrology/Water Quality	16					16	\$2,800	
Land Use/Planning			16			16	\$1,680	
Noise (summarizing the results of Task 2D)			8			8	\$840	
Population & Housing			16			16	\$1,680	
Public Services			24			24	\$2,320	
Transportation/Traffic			8	36		44	\$6,220	
Utilities/Service Systems			16		8	24	\$2,800	
Alternatives (assumes three alternatives)			32			32	\$3,360	
Long-Term Implications			6			6	\$630	
EIR Preparation/References			4			4	\$420	
Prepare Screencheck Draft EIR	12	8	28	8	2	58	\$8,400	
5.0 Prepare Public Review Draft EIR and Attend Public Meeting on Draft EIR								\$4,900
5A Prepare Public Review Draft EIR	4		12	6		22	\$2,910	
5B Attend One Public Meeting on Draft EIR (Includes preparation for meeting)	4		6			10	\$1,990	
6.0 Prepare Administrative Final EIR** Screencheck Final EIR, and MMP*								\$9,490
6A Prepare Administrative Final EIR* Screencheck Final EIR, & MMP*	18	6	28	8	2	62	\$9,490	
7.0 Prepare Final EIR for Public Review, Attend Certification Hearings and File NOP								\$7,210
7A Prepare Final EIR for Public Review	8	2	16	4		30	\$4,410	
7B Attend Planning Commission (2) and City Council (2) Hearings and File NOP	12					12	\$2,800	
8.0 Attend Additional Project Meetings								\$18,720
8A Attend Additional Project Meetings (26)	26					26	\$18,720	
9.0 Project Management and General Coordination								\$11,520
9A Project Management and General Coordination	48					48	\$11,520	
10.0 Prepare Certification Documents								\$5,700
10A Prepare Certification Documents	8		34			42	\$5,700	
TOTAL EIR LABOR	62,400	45,850	39,375	88,050	4,420	1,001	\$140,095	\$249,792
DIRECT COSTS/EXPENSES								
Estimated EIR Direct Costs/Expenses								
Reproduction								
21 copies of the Final IS/NOP at a maximum of \$75/copy								\$1,575
21 copies of the Draft EIR at a maximum of \$115/copy								\$2,415
16 copies of the Final EIR at a maximum of \$126/copy								\$2,016
Miscellaneous reproduction (Executive Summary, Certification Documents, Notices, CDs, Hearing Materials, etc.)								\$500
Filing Fees (County Clerk = \$30 (IS/NOP NOA) + \$30 (Draft EIR NOC) + \$30 (Final EIR NOC) = \$3078 35 (2017 CDFG fee (if not exempt))								\$3,295.25
Mileage & Parking (Assumes 26 Internal project team meetings + other City meetings/hearings)								\$2,160
Delivery/Postage (ESTIMATED)								\$2,500
Administrative Fee (15% of direct costs)								\$14,218
TOTAL DIRECT COSTS/EXPENSES								\$27,147.74
Estimated Subconsultant & Vendor Costs/Expenses								
Cultural Resources Records Checks								\$1,200
EIR Hazards Database Check								\$300
Administrative Fee (15% of subconsultants/vendors)**								\$1,500
TOTAL SUBCONSULTANT & VENDOR COSTS/EXPENSES								\$223.00
TOTAL EIR BUDGET								\$267,982.54

*The budget proposed for preparation of the Administrative Draft EIR assumes that the 13 CEQA issue areas identified will be fully analyzed as part of the EIR. If any additional CEQA issue areas are required to be studied in the EIR, an amendment to the proposed budget may be requested. Similarly, if additional CEQA issue areas are scoped out of the EIR during the initial study process, the budget can be revised accordingly.

**The Administrative Final EIR budget is based on receiving no more than 75 comments (not comment letters) on the Draft EIR. Responding to additional comments would require an amendment to the proposed budget.

Attachment B Fee Schedule

DUDEK **EXHIBIT B-1 TO**
2017 STANDARD SCHEDULE OF CHARGES AGREEMENT NO. 17-76

ENGINEERING SERVICES

Project Director.....	\$270.00/hr
Principal Engineer III.....	\$240.00/hr
Principal Engineer II.....	\$230.00/hr
Principal Engineer I.....	\$220.00/hr
Program Manager.....	\$210.00/hr
Senior Project Manager.....	\$210.00/hr
Project Manager.....	\$205.00/hr
Senior Engineer III.....	\$200.00/hr
Senior Engineer II.....	\$190.00/hr
Senior Engineer I.....	\$180.00/hr
Project Engineer IV/Technician IV.....	\$170.00/hr
Project Engineer III/Technician III.....	\$160.00/hr
Project Engineer II/Technician II.....	\$145.00/hr
Project Engineer I/Technician I.....	\$130.00/hr
Project Coordinator.....	\$100.00/hr
Engineering Assistant.....	\$95.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$160.00/hr
Senior Designer.....	\$150.00/hr
Designer.....	\$140.00/hr
Assistant Designer.....	\$135.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$130.00/hr
CADD Operator II.....	\$125.00/hr
CADD Operator I.....	\$110.00/hr
CADD Drafter.....	\$100.00/hr
CADD Technician.....	\$95.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

AGREEMENT NO. 17-74

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

PROJECT TITLE

THIS AGREEMENT is made and effective as of September 5, 2017, between the City of Montclair, a municipal corporation ("City") and Moule & Polyzoides, Architects and Urbanists, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 18, 2017 and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than March 18, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full,

based upon actual time spent on the above tasks. This amount shall not exceed \$543,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed with the exception of an initial \$25,000 payment which shall be due upon signing Said Agreement and applied to the initial Task 1 assignment. Further invoices shall detail all costs, rates and hours for individual tasks. Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

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

10. INSURANCE

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not

meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Professional Liability:** Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"

2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including

eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's

prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

Edward C. Starr
City Manager
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Stefanos Polyzoides
Principal
Moule & Polyzoides, Architects and Urbanists
180 East California Boulevard at Pricher Alley
Pasadena, CA 91105

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Stefanos Polyzoides (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A hereto.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR 9/15/17

By: Carolyn M. Raft
Mayor Pro Tem, Carolyn M. Raft

CONSULTANT

By: [Signature]
(Principal)

Attest:

By: [Signature]
City Clerk, Andrea M. Phillips

By: HEFANOS POUZODES
(Title) EXEC VP

Approved as to Form:

By: [Signature]
City Attorney, Diane E. Robbins

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CITY OF MONTCLAIR

By: _____
Mayor, Paul M. Eaton

Attest:

By: _____
City Clerk, Andrea M. Phillips

Approved as to Form:

By: _____
City Attorney, Diane E. Robbins

CONSULTANT

By: _____
(Principal)

By: _____
(Title)

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

3 August 2017

Marilyn Staats, Assistant City Manager
City of Montclair
5111 Benito Street
Montclair, CA 91763

Via E- mail: mstaats@cityofmontclair.org

Re: Montclair Place Specific Plan:

Dear Ms. Staats,

Moule & Polyzoides is pleased to present a proposal to the City of Montclair, for a new Specific Plan for the properties located within and around the Montclair Place Mall, south of the current boundary of the North Montclair DT SP area.

The Specific Plan will focus on the preparation of a re-development strategy and physical design scheme that transforms the current Mall site and its surroundings into a walkable, mixed use, compact and diverse open- air Town Center, a new Downtown for the City of Montclair. The Specific Plan will also propose the planning and incremental implementation of this scheme in phases, based on a thorough evaluation by a variety of technical consultants and an EIR.

This new Specific Plan will be structured in a manner that makes it wholly compatible in its administration, with the recently completed Second Amendment of the North Montclair DT Specific Plan.

We understand that the proposed Specific Plan will be part of a bifurcated planning process. Studio 111 will be producing a Development Master plan for CIM, the owners

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of the Mall. Moule & Polyzoides will be preparing a Specific Plan for the project area, including the Mall. The two planning teams will be collaborating during the first three work tasks, to generate a common initial planning vision.

The following is a summary outline of tasks, and a description of the scope of work for each task, for the M&P Specific Plan project only:

- T1. Analysis & Discovery;*
- T2. Pre Charrette: Preparation of Development Strategies & Schemes;*
- T3 Charrette: Choice of Preferred Development Strategy and Scheme;*
- T4. Post Charrette: Unpacking with City Technical Staff and Community Outreach;*
- T5. Generation of the Final Drawings & Writings;*
- T6. Production of the Specific Plan Document in Three Drafts;*
- T7. EIR Support;*
- T8. Adoption Hearings.*

A. _____SCOPE OF WORK

Task 1: Analysis & Discovery

During this phase, we will be completing the following discreet tasks:

- Assessing the physical character of the project site;
- Studying the location and configuration of the existing Mall buildings and considering their intended demolition and redevelopment;
- Studying recently proposed architectural improvements to the site;
- Studying previous relevant Master plan documents;
- Preparing the base drawings and digital (Sketchup) models to be used in this design process;
- Establishing the key building, street type and other ingredients from the menu provided within the North Montclair DT Specific Plan;
- Preparing a Specific Plan Template that is derived from the document structure of the North Montclair DT Specific Plan;

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- Establishing a range of programmatic uses for the project based on the market study prepared by the economic consultant;
- Meeting as necessary to review and advance the work.

Deliverables for Task 1:

A memo summarizing key constraints and opportunities for the redevelopment of the Montclair Place site.

Fees & Schedule for Task 1:

Work on this task will be completed within two weeks for a fee of \$ 25,000.

Task 2: Pre Charrette: Preparation of Development Strategies & Schemes

We anticipate that this task will be undertaken by Moule & Polyzoides staff in collaboration with Studio 111. We are expecting that this work will be carried out in various iterations and in close collaboration with you and your staff.

- Using the key design- driven ingredients derived from the North Montclair DT Specific Plan, and on the analyses generated by the technical sub- consultants, we will be preparing at least two alternative integrated infrastructure, building, open space, landscape and parking schemes that include the following ingredients:
 - 1 A grid of streets and blocks that provide for the incremental development of the site and connect to existing and future transit and bicycle networks, while allowing the existing Mall to continue in operation for some time into the future,
 - 2 A preferred building and open space pattern for accommodating the program and infilling the project area, and
 - 3 A project yield that is based on the appropriate mix of uses and building types for each block.
 - 4 There will be team and client meetings as necessary to complete this task, and one scheduled meeting with City of Montclair staff. No technical consultants will be used.

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Deliverables for Task 2:

Drawing sketches and rough Sketchup models and writings that convey the formal characteristics and planning content of each alternative scheme.

Fees & Schedule for Task 2:

Work on this task will be completed within two weeks for a fee of \$ 25,000.

Task 3: Charrette: Choice of a Preferred Development Strategy and Scheme

In collaboration with Studio 111, M&P will be organizing a three- day charrette to vision the development patterns and phases of re development of the Montclair Place property and surrounding parcels. The charrette will be private and closed to the public. CIM, City staff will be involved throughout the charrette, and others will be participating by invitation only.

During the charrette, we will be completing the following discreet tasks. We are expecting that this work will be carried out in various iterations and in close collaboration with you and your staff and the entire Consultant Team:

- Refining a preferred development scheme integrating its key architectural and urban components: Program, infrastructure, open space, landscape, parking, multi-modal connections, and buildings.
- Framing the most compelling possible strategy on how existing resources and assets can be incorporated into a development vision;
- Producing preliminary drawings, models and written notes that establish the character and development sequence of the vision;
- Developing a preliminary implementation and phasing strategy;
- Meeting with clients and City of Montclair staff as necessary, during and after the charrette.

Deliverables for Task 3:

1 A Conceptual Regulating Plan, including street, block and lot patterns, with assignment of development intensity to each lot;

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- 2 A Conceptual illustrative Plan that indicates the best distribution of building type footprints per block;
- 3 An Off- street Parking Plan, proposing how vehicular circulation and parking can be accommodated within each block;
- 4 Transportation Plan showing multi-modal links to the Metrolink/Gold Line Station and existing and future bus routes and bike routes;
- 4 A Streetscape, Landscape and Open Space Plan;
- 5 A Sketch up model of the entire project illustrating the final development patterns of the project;
- 6 Building, Open space, landscape, transportation types and other ingredients, that are not currently part of the North Montclair DT Specific Plan, but can be compatible with it.

Fees & Schedule for Task 3:

Work on this task will be completed within one week for a fee of \$70,000.

Task 4: Post Charrette: Unpacking with City Technical Staff and Community Outreach;

Two significant kinds of project outreach will be carried out after the charrette:

- We will engage with the technical departments of the City of Montclair to seek their support and acceptance of the proposed project standards, and to negotiate our project's general conformance with the technical standards of the North Montclair DT Specific Plan;
- We will conduct at least two community and stakeholder meetings to present the emerging form and regulatory framework of the project and solicit comments and advice.

Deliverables for Task 4:

Memos and sketches describing the progress and final results of the outreach efforts.

Fees & Schedule for Task 4:

Work on this task will be completed within three weeks for a fee of \$ 25,000.

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Task 5: Generation of the Final Drawings and Writings

At this time, and with City and Community support secured, we will proceed to finalize all the necessary drawings and writings on all technical subjects, for inclusion into the final document. We will also refine the implementation and phasing strategies in conjunction with City department input.

Deliverables for Task 5:

Final drawings in coordinated scales and presentation techniques, and writings from every member of the consultant team.

Fees & Schedule for Task 5:

Work on this task will be completed within four weeks for a fee of \$ 75,000.

Task 6: Production of the Specific Plan Document in Three Drafts

Based on staff input and a complete set of writings and documents from all consultants, M&P will produce the Montclair Place Specific through three- drafts: an Administrative Draft Specific Plan, a Public Review Draft Specific Plan, and a Public Hearing Draft Specific Plan. The Administrative Draft will be modelled on the recently adopted NMDSP, consisting of revised pertinent text from the NMDSP adding necessary new text and associated illustrative/precedent images, preparing a development code, and revising the map and drawing exhibits prepared in Task 3 (Charrette) and revised in Task 5 (Generation of the Final Drawings and Writings).

Upon completion of the Administrative Draft, M&P will meet with the City to review City staff's comments on the Administrative Draft Specific Plan and then prepare the Public Review Draft Specific Plan to be released simultaneously with the Environmental Impact Report (EIR) for public review. Once public review is complete, M&P will meet with City staff to review any public comments, discuss how the public comments are incorporated into the Specific Plan document, and then prepare the Public Hearing Draft Specific Plan for presentation to the Planning Commission and City Council.

Deliverables for Task 6:

A Specific Plan in three drafts and under the following preliminary Table of Contents:

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1. INTRODUCTION

- 1.1 Relationship to Existing North Montclair Specific Plan
- 1.2 Purpose
- 1.3 Context

2. THE PLAN

- 2.1 The Plan Program and Concept
- 2.2 The Plan Program
- 2.3 The Plan Concept
- 2.4 Transportation

3. ILLUSTRATIVE PROJECTS

- 3.1 Illustrative Concepts
- 3.2 Area 1 (name to be determined)
- 3.3 Area 2 (name to be determined)
- 3.4 Area 3 (name to be determined)
- 3.5 Area 4 (name to be determined)

4. PUBLIC REALM

- 4.1 Making the Public Realm
- 4.2 Public Realm Standards
 - 4.1.010 General Block and Street Design Standards (including design standards for street trees, street lights, street furnishings and bike racks, sidewalks and curb extensions, etc.).
 - 4.1.020 General Park, Plaza, and Open Space Design Standards

5. THE CODE

- 5.1 Purpose and Applicability

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- 5.1.010 Purpose
- 5.1.020 Applicability
- 5.1.030 Administration
- 5.1.040 Submittal Requirements
- 5.1.050 Peer Review

5.2 Regulating Plan and Zones

5.3 Allowable Land Uses and Planning Permit Requirements

5.4 Urban Standards

- 5.4.010 Zone 1 (name to be determined)
- 5.4.020 Zone 2 (name to be determined)
- 5.4.030 Zone 3 (name to be determined)
- 5.4.030 Zone 4 (name to be determined)

5.5 Architectural Standards

- 5.5.010 Architectural Type Standards
- 5.5.020 Frontage Type Standards
- 5.5.030 Sign Guidelines
- 5.5.040 Architectural Style Guidelines

5.6 Other Project Design and Development Standards

- 5.6.010 Parking Design
- 5.6.020 Landscape and Outdoor Lighting Standards
- 5.6.030 Subdivision Standards

5.7 Glossary

6. IMPLEMENTATION

6.1 Airport Connectivity

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- 6.2 Infrastructure Improvements
- 6.3 Phasing
- 6.4 Parking (Park-once and shared)

APPENDIX 1: CONFORMANCE MATRIX

APPENDIX 2: OTHER

Fees & Schedule for Task 6:

Work on the first and second drafts will be completed over six weeks, for a fee of \$ 65,000. The final draft schedule will follow the schedule of Tasks 7 & 8.

Task 7: Environmental Impact Report (EIR) Support

M&P will support the EIR process to ensure the Specific Plan vision/proposed development is reflected accurately in the EIR. Tasks include working with the EIR consultant to generate/review the project description, confirming the development potential, confirming/helping determine the EIR alternatives, and helping answer public comments, including responding to any comments that relate directly to the Specific Plan.

Deliverables for Task 7:

Written materials and drawings as necessary to support the work of the EIR consultant.

Fees & Schedule for Task 7:

Work on this task will be completed within twelve months for a fee of \$ 25,000.

Task 8: Adoption Hearings

M&P will attend one (1) Planning Commission meeting and one (1) City Council meeting and then incorporate any Commission and/or Council comments into the Final Specific Plan Update document.

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Deliverables for Task 8:

Adjustments to the second draft of the Specific Plan.

Fees & Schedule for Task 8:

Work on this task will be completed within six weeks for a fee of \$ 15,000.

B. -----CONSULTANT TEAM

We will be engaging the following technical consultants to support the Specific Plan Process. Each of them will be operating under a particularly crafted scope of work. They will be contributing across the entire project, with a particular focus on specific chapters of the Specific Plan, where their expertise is required. If the services of any other consultant become necessary, we will be submitting to you a proposal to hire them under a separate agreement. The individual Letters of Agreement and Moule & Polyzoides, will be sent to you in a different message, once concluded.

- *Civil Engineering: DRC Engineering*
- *Transportation: ALTA Planning **
- *Economics: HR&A*
- *Retail: Gibbs Planning*
- *Landscape: Mia Lehrer & Associates*
- *EIR: Dudek (not part of this contract)*
- *EIR Traffic Analysis: Stantec (not part of this contract)*

C. -----SCHEDULE & FEES

C.1. Moule & Polyzoides Fees:

<i>Task 1:</i>	<i>\$ 25,000</i>
<i>Task 2:</i>	<i>\$ 25,000</i>
<i>Task 3:</i>	<i>\$ 70,000</i>
<i>Task 4:</i>	<i>\$ 25,000</i>

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<i>Task 5:</i>	<i>\$ 75,000</i>
<i>Task 6:</i>	<i>\$ 65,000</i>
<i>Task 7:</i>	<i>\$ 25,000</i>
<i>Task 8:</i>	<i>\$ 15,000</i>

Total: \$325,000

C.2 . Sub Consultant Fees:

<i>Civil Engineering:</i>	<i>\$ 30,000*</i>
<i>Transportation:</i>	<i>\$ 40,000</i>
<i>Economics:</i>	<i>\$ 75,000</i>
<i>Retail:</i>	<i>\$ 20,000</i>
<i>Landscape:</i>	<i>\$ 38,000</i>

Total: \$203,000

Grand Total: \$528,000

* \$30,000 civil engineering fee is to prepare conceptual grading and utility plans along with the preliminary hydrology study for the EIR. This fee does not include utility phasing and implementation, which will be estimated once the Master Plan portion is complete and once the amount of development and uses are determined.

For the scope of work as described above, the City of Montclair shall pay Moule & Polyzoides a fee of \$325,000. The proposed fee will be paid according to the following schedule: \$25,000 will be due upon the signing of the contract and applied to the Task 1 payment.

Consultants will be paid directly by client, upon confirmation by Moule & Polyzoides of the satisfactory completion of their assigned tasks. The balance of all payments will be invoiced upon the progress of work and will be paid within 30 days of submission.

Reimbursable expenses will be in addition, estimated as an allowance of \$15,000, and

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will include the costs of transportation, delivery, process printing and other costs incurred by the Consultant Team in its service on this project. Expenses paid directly by various consultants will be billed by M&P to Client at a multiplier of 1.15 to cover administrative and processing costs.

Any work by M&P in addition to the scope described above will be paid on an hourly basis according to our office's established 2017 rates.

It is anticipated that our services on this project will be completed within 16 months of the awarding of the contract for the work. One (1) master copy of all drawings and documents produced under this contract will be provided to client. There is no multiple copy printing included in this proposal.

All other contractual conditions and details will be covered by a City of Montclair Agreement for Professional Services.

We are very much looking forward to beginning work on this extraordinary project. Please call me, if you have any questions.

Sincerely,



Stefanos Polyzoides, Architect and Urbanist

AGREED

Name

Date