City of Malibu

Request for Proposal

Preparation of an Environmental Impact Report for the Malibu Canyon Resort Project

Date Issued: March 9, 2026

Date Due: April 9, 2026

Proposals must be received no later than 4:00 PM on Thursday, April 9, 2026, via email at the following email address:

City of Malibu Community Development Department
Attn: Rebecca Nelson-Brown, Senior Management Analyst
rnelson@malibucity.org

INTRODUCTION

The City of Malibu (City) seeks consultant services for preparation of an Environmental Impact Report (EIR) (Consultant) under the California Environmental Quality Act (CEQA) for the proposed Malibu Canyon Resort (Project). The Project is located on vacant property at 4000 Malibu Canyon Road, Malibu, CA 90265.

The Project applicant is Green Acres, LLC (Applicant). Preparation of the EIR will be managed by the City via a Professional Services Agreement (Agreement) between the City and Consultant. Under the Agreement, Consultant will perform the required services under the direction of the City. For purposes of this RFP, Consultant includes the prime consultant and subcontractors, if proposed. A sample Agreement is attached for reference (Attachment 1). The selected Consultant shall be prepared to accept the terms and conditions as stated in this RFP and the sample Agreement.

CITY BACKGROUND

The City is in the northwestern portion of Los Angeles County (County) and covers approximately 21 miles along the coast. The City is a general law city incorporated under California law in 1991. It operates under the Council/Manager form of government. The five members of the City Council are elected at-large and serve staggered four-year terms, with the Mayor being selected from among the Councilmembers. Land use decisions are made by the Planning Commission comprising five members, each of which is appointed by a Councilmember individually.

The City is administered by various departments, with the Community Development Department managing services related to Planning, Building Safety, Environmental Health, Geology, Biology, Coastal Engineering, Code Enforcement, and Environmental Programs, including Clean Water, Energy, and Solid Waste Management. The Planning Division is the steward of the City's General Plan, Malibu Municipal Code (MMC) Title 17 (Zoning), and the Local Coastal Program (LCP). The City's LCP was certified by the California Coastal Commission (CCC) in 2002 and is comprised of a Land Use Plan (LUP) and Local Implementation Plan (LIP). The entire City is in the California Coastal Zone (Coastal Zone) and subject to the LCP.

The City contracts with the County for law enforcement, fire, and water. Law enforcement is provided by the County Sheriff's Department operating from the Lost Hills Sheriff's Station. Fire services within the City and the unincorporated County areas around Malibu are provided by the County Fire Department (LACFD) through four local fire stations. Water service is provided by the County Waterworks District 29 (WD29). Certain other services are provided by contract, such as the City Attorney and garbage collection services.

In addition to the County, the City interacts with numerous other government agencies such as the Los Angeles Regional Water Quality Control Board, Santa Monica Mountains Conservancy (SMMC), Mountains Recreation Conservation Authority (MRCA), California Department of Parks and Recreation, California Department of Transportation (Caltrans),

California State Water Resources Control Board, California Department of Fish and Wildlife, and the CCC as the City is located entirely within the Coastal Zone.

PROJECT OVERVIEW AND STATUS

Property Detail

The Project is proposed on three vacant parcels that would be merged as part of the Project to create an approximate 28.2-acre parcel (1,288,908 square feet (sf) gross or 1,211,376 sf net with street easements removed) (Property). Vicinity aerials and site plans are provided as Attachment 2.

- Address: 4000 Malibu Canyon Road
- APNs: 4458-030-007, 4458-028-015, 4458-028-019
- Zoning & Land Use: Commercial Visitor Serving 2 (CV-2)
- Overlay Zone: Civic Center Overlay

Proposed Project

The Project is a 146-room resort hotel with restaurants, meeting rooms, ballroom, health club, swimming pool, tennis courts, parking garage with valet tunnel, landscaping, grading and associated development on three vacant parcels. A main resort building would include 60 hotel rooms with facilities, with the remaining 86 hotel rooms within 45 independent buildings around the Property. Total gross square footage of building construction is approximately 579,396 sf of which 181,560 sf is proposed to meet the LCP's allowable floor-area-ratio (FAR) limit of 181,706 sf for the Property. Buildings would range from 1 to 3 stories above grade with 1 additional story below grade. Building heights would range from 14 feet to 40 feet. The Project includes a parking structure that would be 70 feet tall with 5 stories above grade and 1 additional story below grade. Approximately 588 parking stalls would be provided in the Project, comprised of 22 spaces in a surface lot and 566 spaces in an all-valet parking garage. Approximately 263,923 cubic yards (cy) of total grading would result, of which 183,499 cy would be exported from the Property. Approximately 488,260 sf of the Property would be devoted to landscaped area and approximately 319,855 sf of the Property would be devoted to additional open space area. Storm water improvements onsite would ensure no increase in peak flow from existing conditions and would rely on green infrastructure, storm drain collection system, and detention basins. The Project would connect to the City's Civic Center Wastewater Treatment Facility (CCWTF).

Gross Square Footage Breakdown

- Operational space: 286,715 sf
    - *Parking garage: 179,023 sf*
    - *Valet tunnel: 27,414 sf*
    - *Circulation (corridors, egress, stairs, elevators): 42,454 sf*
    - *MEP (HVAC space): 31,753 sf*
    - *Storage: 6,071 sf*

- Hotel: 172,149 sf
  - *Main building (hotel portion): 36,149 sf*
  - *Independent hotel suites: 136,000 sf*
- Unenclosed covered areas: 42,471 sf
  - Loggias and breezeways: 29,631 sf
  - Hotel room terraces: 12,840 sf
- Restaurant: 36,426 sf
  - *Food and beverage: 29,367 sf*
  - *Back of house: 7,059 sf*
- Retail / Stores: 24,650 sf
  - *Retail: 287 sf*
  - *Guest Amenity (meeting rooms, ballroom, indoor driving range, movie screening room, spa/salon, gym, studios, pools): 19,094 sf*
  - *Restrooms (primarily serving Guest Amenity): 5,269 sf*
- Office: 16,985 sf

Staff Breakdown Average Count per Shift
- Food and beverage: 22
- Recreational amenities: 10
- Guest services, laundry, and cleaning: 6
- Resort administration: 3
- Maintenance and grounds: 3
- Security: 3
- Guest arrival and valet: 3

Requested Entitlements
- Coastal Development Permit (CDP) for development in the Coastal Zone
- Conditional Use Permit (CUP) for a hotel use in the CV-2 zone
- Minor Modification (MM) for reduced front, side, and rear setbacks
- Site Plan Review (SPR) for height above 18 feet, up to 24 feet
- Variances (VAR) anticipated for an increase in height above 24 feet, more than 2 stories, retaining wall heights, and/or structures on slopes steeper than 2.5 to 1

Current Processing Status

The Project application is currently incomplete. Three incomplete review letters have been provided by the Planning Division to the Applicant. The Project application was originally submitted by the Applicant on 1/5/2024 and Planning Incomplete Letter 1 was issued on 2/2/2024. A resubmittal package was provided by the Applicant on 6/28/2024 and Planning Incomplete Letter 2 was issued on 7/26/2024. The most recent resubmittal package was provided by the Applicant on 4/10/2025 and Planning Incomplete Letter 3 was issued on 5/12/2025. Additional review letters have been provided to the Applicant by other City reviewers including Biology, Building Safety, Geology, and Public Works, and the Applicant has provided additional submission responses in June and July 2025. Reviews are pending from the LACFD and WD29.

SCOPE OF WORK & TASKS

The City seeks the preparation of an EIR under CEQA. The EIR must include sufficient analysis of the direct and indirect project-level and cumulative environmental impacts associated with the Project, including construction and operation, in accordance with the requirements of CEQA.

The selected Consultant shall prepare an Initial Study (IS) to be included with the Notice of Preparation (NOP) for review by public agencies and the public during the Scoping process. The IS will be used to assess the potential of the Project to result in significant impacts on the environment and to determine if certain issue areas can be screened out in the EIR in accordance with the checklist under Appendix G of the CEQA Guidelines. Significant impacts to be addressed in the EIR may include, but are not limited to, the following: aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additional impacts to be addressed would include any identified by the selected Consultant as part of the IS or from comments resulting from the NOP process.

The Project's consistency with various regulatory and guiding documents will need to be analyzed in the EIR to evaluate, among other potential laws, regulations, and standards relevant to individual CEQA topics required to be analyzed, the Project's consistency with the LCP, Malibu Municipal Code (MMC) Title 17 (Zoning), and the General Plan.

The selected Consultant will be responsible for the following specific tasks and deliverables associated with the preparation of the EIR.

Consultants shall list the tasks as described below and an estimated cost for each task. Consultants may add additional detail to the tasks as needed. Costs shall be based on Time and Materials invoiced via hourly rates, not to exceed overall proposed contract amount. As such, Consultants shall provide estimated costs for each task in the cost table and breakdown the estimated costs by each position and hourly rate anticipated. The same breakdown requirement applies to any subcontractors, if proposed.

The following tasks are the minimum required in each proposal. Consultants may expand on any task(s) to add value to the Consultant's individual proposal but must also include an explanation of the expanded task(s).

Task 1	**Review Relevant Documents and Project Kickoff**. Review all relevant Project description documents, Project plans, Applicant prepared documents and reports, Property background information on-file with the City, and applicable regulations in an effort to gather existing data and Project information currently available and necessary to prepare the technical studies and EIR. Consultant will participate in a kickoff meeting with the City. Consultant will conduct a site visit, take photographs, and make notes about the existing conditions and potential impacts. Consultant will develop a list of any information necessary for purposes of conducting the environmental analysis including any additional information to complete the EIR Project Description (Task 2) and streamline the analysis for technical studies.
Task 2	**Project Description.** Following completion of Task 1, Consultant will apply their understanding of existing conditions from the information contained in the RFP and any additional information provided by the City to prepare a baseline environmental setting and a Project Description. Consultant shall ensure that the Project Description complies with the requirements of CEQA Guidelines Section 15124 and meets City preferences for formatting, content, and readability. Consultant shall ensure its efficiency, readability for the general public, and elimination of duplication or redundancy. Consultant will combine text, tables, and figures to create a concise yet comprehensive Project Description. Accompanying the Project Description will be a list of the anticipated responsible and trustee agencies, and necessary discretionary actions including permits, agreements, amendments, and/or any other action anticipated, characterized by jurisdiction. Consultant will assist the City in preparing Project Objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The Project Objectives should not be overly narrow or broad but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project. Note: See Tasks 13 and 14 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the Project Description up to <u>two</u> times in response to review comments. **Deliverables:** Draft(s) and Final Project Description, including figures (provided in Word with tracked changes and clean versions for each round of review; Final Project Description will also be provided in PDF).

Task 3	**Prepare Draft Initial Study (IS) and Notice of Preparation (NOP).** Consultant will prepare an IS using Appendix G of the CEQA Guidelines. The purpose of the IS will be to help focus the analysis contained in the EIR. The IS will include a discussion of the relationship of the Project to each major issue identified in the IS. The discussion will be broken down into individual discussions of each sub-issue to support the conclusions in the IS. Where information is drawn from other documents, the source document will be referenced, including the page from which the information was drawn. Consultant will assist the City in Assembly Bill (AB) 52 consultation, including requesting a list of tribal contacts from the Native American Heritage Commission (NAHC) for consultation. Consultant will provide this list (if any are identified) to the City. If requested, Consultant will assist the City in consultation tasks as appropriate. All citations and references in the IS shall specify the page number(s) of the associated document and a copy of each reference document (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the NOP public review period. As part of Consultant's proposal, Consultant will provide a brief scope of the key technical issues that are anticipated to require additional technical support in the IS. The IS will identify other environmental topics that are not anticipated to require substantial research or technical support, and the conclusions will be presented within relevant sections of the IS. Note: See Tasks 13 and 14 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the IS and NOP <u>one</u> time in response to review comments. **Deliverables:** Draft IS and NOP (in Word and PDF formats). Bookmarks shall be added to all PDFs to aid in review.
Task 4	**Prepare Final Initial Study and NOP.** Consultant will prepare the Final IS and NOP based on review comments received. This version will be used for distribution to stakeholders and the general public. Consultant will handle as-needed distribution using the mailing list provided by the City. Distribution will be in coordination with the City. Note: See Tasks 13 and 14 for public noticing and meetings including the NOP and Scoping meeting. Following the scoping period, Consultant will review and summarize all comments received including participants. Even though filings with the Governor's Office of Land Use and Climate

	Innovation (LCI) are now electronic, the City will request printed copies of the Final IS and NOP per Deliverables below. **Reviews:** Consultant will modify the Final IS and NOP <u>one</u> time in response to review comments before finalizing for distribution. **Deliverables:** Final IS and NOP (provided in Word with tracked changes and clean versions). Final PDF shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards. Bookmarks shall be added to all PDFs to aid in review. Digital version shall be made available to the City on a secure file transfer site. Estimate 10 hard copies of the complete IS with attachments and the NOP.
Task 5	**Technical Studies.** Consultant will prepare technical studies using qualified experts required to support the EIR analysis and to comply with federal, state, and local requirements. Consultant will directly oversee the preparation of all technical studies prepared by subcontractors, if proposed. Technical reports are anticipated to include the following: ▪ Aesthetics and Visual Resources Technical Report (see Attachment 3 for more information) ▪ Air Quality Technical Report and Air Health Risk Assessment (construction, haul route, operations) ▪ Biological Resources Technical Report ▪ Cultural Resources Technical Report ▪ Energy Use Technical Report ▪ Geology and Soils Technical Report ▪ Greenhouse Gases Technical Report ▪ Phase I Environmental Site Assessment ▪ Preliminary Drainage Study ▪ Stormwater Management Plan ▪ Noise and Vibration Technical Report ▪ Transportation Impact Study / Vehicle Miles Traveled Analysis (utilize SCAG Regional Transportation Demand Model) ▪ Utility Infrastructure Study – Wastewater ▪ Utility Infrastructure Study – Water ▪ Water Supply Assessment ▪ Wildfire Report and Wildfire Evacuation Analysis Consultants should assume the preparation of all technical reports even if Applicant-prepared documents and reports are provided to the City. A list of Applicant provided documents and reports are included as Attachment 4. Consultants shall describe each technical study proposed by sub-tasks

	(e.g., 5.1, 5.2, 5.3). Consultant may recommend additional technical studies in its proposal and provide a brief narrative summarizing each and justification for its inclusion. **Reviews:** Consultant will modify technical studies three times; twice in response to City review comments and once in response to public review comments. **Deliverables:** Draft and Final Technical Studies (provided in Word with tracked changes and clean versions). Final PDFs shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards. Bookmarks shall be added to all PDFs to aid in review.
Task 6	**First Screencheck Draft EIR**. Consultant will prepare a Matrix of thresholds for use in evaluating CEQA impacts. At minimum, the Matrix shall include: 1) EIR Chapter; 2) Threshold Considered in Draft EIR Chapter; 3) Definition (any term(s) that need to be defined in the threshold); and 4) Methodology (method to be used to evaluate each threshold). Consultant will ensure City acceptance of the Matrix before preparation of the First Screencheck Draft EIR sections. This step is critical before work effort is performed on the Draft EIR and, depending on the thoroughness of the Matrix, may include multiple reviews as necessary to finalize. Once accepted by the City, Consultant will incorporate additional columns into the Matrix through the First Screencheck drafting process that identifies: 5) Any Project Design Features (PDFs) or Compliance with Regulations Relied Upon; 6) Impact; 7) Mitigation Measures; and 8) Supporting Technical Study. The Matrix will be kept up to date during the Draft and Final EIR Screenchecks. Consultant will prepare the First Screencheck Draft EIR, including the Draft Mitigation, Monitoring and Reporting Program (MMRP), and applicable Appendices. Consultant will incorporate the technical studies prepared in Task 5 into the EIR. Consultant will diligently work to ensure that the Draft EIR sections are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information. Consultant will ensure that the conclusions in each Draft EIR section are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and state whether the Project's impact on each threshold is No Impact, Less than Significant Impact, Less than Significant Impact with Mitigation, or Significant and Unavoidable Impact. Consultant will provide a summary "call-out" box at the beginning of each threshold that briefly describes the: 1) Threshold; 2) Impact; 3) Applicable

	PDF(s); 4) Significance Before Mitigation; 5) Mitigation Measure(s); and 6) Significance After Mitigation. The “call out” box is intended for ease of review of the sections by the general public and City decision-makers. Consultant will incorporate any PDFs into the applicable Draft EIR and MMRP, if applicable. Consultant shall ensure that all Mitigation Measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the Mitigation Measure is needed; 2) who would be responsible to perform the Mitigation Measure; 3) timing for when the Mitigation Measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring. Consultant will incorporate all Mitigation Measures considered but rejected with a rationale for why the Mitigation Measure was rejected. Consultant will ensure that revisions to technical studies shall be sufficiently carried into the relevant Draft EIR section and vice-versa. Consultant will prepare other sections of the Draft EIR including the cover, table of contents, introduction, environmental setting, environmental analysis, and list of preparers. Consultant will incorporate its cumulative impact analysis into each Draft EIR section in lieu of a standalone chapter. Cumulative projects shall consider all past, present, and probable future projects (physical development and substantive policy/legislation including any uncertified LCP amendments, MMC amendments, and General Plan amendments in process). Consultant will need to develop a comprehensive list of cumulative projects, in consultation with the City. In addition to a list of cumulative projects provided by the City, at minimum, the Consultant will contact the County including LACFD and WD29, Pepperdine University, the Santa Monica-Malibu Unified School District (SMMUSD), and Caltrans for a list of all nearby projects to the subject property. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project’s incremental contribution to the cumulative baseline will be considered the Project’s potential cumulative impact; however, other agencies as appropriate may also be incorporated. In coordination with the City, Consultant will prepare a range of Project Alternatives (including the no-project alternative) sufficient to provide a qualitative comparison to the Project’s effect on the environment. Consultant, in consultation with the City, will identify the environmentally superior alternative, which will be an alternative other than the no-project alternative. Project Alternatives to be considered in the analysis will be

	based on consultation with the City, as well as suggestions received during the scoping period. Consultant will need to ensure that sufficient time is included in its proposal for this sub-task due to Project complexity, coordination with City and County departments, and reviews. Consultant will analyze any potential growth-inducing effects and significant irreversible changes. Consultant will include the following in the relevant Draft EIR sections (as these are in addition to technical studies prepared in Task 5): 1) Land Use and Planning: Evaluate consistency with the Local Coastal Program (LUP and LIP), MMC (as applicable), and General Plan. 2) Population and Housing 3) Public Services; and Utilities and Service Systems: Obtain or utilize obtained will serve letters from LACFD, County Sheriff, WD29, City Public Works, and various utilities. 4) Recreation: Evaluate construction and operational impacts on public parks and public parking in the vicinity of the Property, including consistency with LCP policies related to public access to parklands and overnight accommodations. 5) Tribal Consultation Resources: Provide AB 52 assistance and consultation, if needed. **Reviews:** Consultant will modify sections of the First Screencheck Draft EIR up to <u>two</u> times. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 5 reviews. **Deliverables:** First Screencheck Draft EIR, MMRP and Appendices (provided in Word with clean and tracked change versions for each round of review).
Task 7(a)	**Second Screencheck Draft EIR.** Prepare the Second Screencheck Draft EIR including the Draft MMRP and applicable Appendices based on review comments received to the First Screencheck Draft EIR. **Reviews:** As necessary, Consultant will modify sections of the Second Screencheck Draft EIR up to <u>two</u> times. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, consultant will incorporate those changes as applicable. Such

	incorporations are in addition to any Task 5 and 6 reviews. **Deliverables:** Second Screencheck Draft EIR, MMRP, and Appendices (provided in Word with a clean and tracked change version of the last round of review for the First Screencheck Draft EIR).
Task 7(b) Optional	***Optional Third Screencheck Draft EIR.*** If requested by the City, prepare the Third Screencheck Draft EIR including the Draft MMRP and applicable Appendices based on comments received on the Second Screencheck Draft EIR **Reviews:** Consultant will modify sections of the Third Screencheck Draft EIR one time. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 5, 6, and 7(a) reviews. **Deliverables:** Third Screencheck Draft EIR, MMRP, and Appendices (provided in Word with a clean and tracked change version of the Second Screencheck Draft EIR).
Task 8	**Public Review Draft EIR**. Prepare the Public Review Draft EIR including the Draft MMRP and applicable Appendices based on comments received. All citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document in PDF and web link (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the Draft EIR public review period. Prior to publishing for public review, Consultant shall request written City acknowledgement that the Public Review Draft EIR is ready for public circulation. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 13) including to LCI; however, City will file all public notices associated with the Public Review Draft EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees. Even though LCI filings are now electronic, the City will request printed copies of the Draft EIR, per the Deliverables below. **Deliverables:** Public Review Draft EIR, Draft MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Second (or Third) Screencheck Draft EIR). PDF of all

	references to be provided and a web link to files. Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including appendices. Digital version shall be made available to the City on a secure file transfer site, including all references. Estimate 15 hard copies of the Draft EIR Executive Summary and an additional 10 hard copies of the complete Public Review Draft EIR, Draft MMRP, and Appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 9	**Response to Comments**. Prepare Draft Responses to Comments received during the Draft EIR public review period (estimate at least 150 individual comments). Consultant will work closely with the City to strategize the appropriate responses and identify areas for revisions to the document, if necessary. Based on the comments provided on the draft responses to comments, Consultant will prepare revised responses to comments. Consultant will organize and catalog all comment letters received during the public review period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available), and incorporate all prior people, organizations, and agencies that participated and/or commented on the NOP or requested notification. **Reviews:** Consultant will modify the draft Response to Comments up to three times in response to review comments. **Deliverables:** Draft and Final Response to Comments (provided in Word, with clean and tracked changes versions of each round of review).
Task 10(a)	**Screencheck Final EIR**. Prepare the Final Responses to Comments, the First Screencheck Final EIR, the Final MMRP, and any new Appendices if applicable. The First Screencheck Final EIR shall be prepared in a strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments. The First Screencheck Final EIR shall not be prepared as an abbreviated version cross-referencing to the Draft EIR. The MMRP will include an indication of the Project time period to which the measure applies (i.e., construction, operation, and pre- and post-occupancy), reporting requirements, responsible party for cost and implementing/enforcing the mitigation, requirements for monitoring, and

	frequency of reporting). **Reviews:** Consultant will modify sections of the First Screencheck Final EIR <u>two</u> times prior to the Second Screencheck Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** First Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with clean and tracked changes version of the last round of review for the Response to Comments, and for each round of review of the First Screencheck Final EIR).
Task 10(b) Optional	***Optional Second Screencheck Final EIR****.* If requested by the City, prepare the Second Final Responses to Comments, the Second Screencheck Final EIR, the Second Final MMRP, and any new Appendices if applicable based on comments received. **Reviews:** Consultant will modify sections of the Second Screencheck Final EIR <u>one</u> time prior to preparation of the Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** Second Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with a clean and tracked changes version of the First Screencheck Final EIR).
Task 11	**Final EIR**. Prepare a Final EIR, Final MMRP, and any new Appendices for the Planning Commission's review and adoption based on the comments received. The Final EIR shall be integrated into the Draft EIR (in a strikeout/underline format to the Draft EIR) and <u>shall not</u> be prepared as an abbreviated version cross-referencing to the Draft EIR. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 13) in consultation with the City; however, City will file all public notices associated with the Final EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees (proof of prior payment). **Deliverables:** Final EIR, Final MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the First (or Second) Screencheck). Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including Response to Comments, revised text, figures, and any additional appendices. Digital version shall be made available to be City on a secure file transfer site, including all references. Estimate 10 hard copies of the complete Final EIR including Response to Comments,

	MMRP, and all appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 12	**Findings and Statement.** Prepare Draft Findings of Fact and a Statement of Overriding Considerations (if significant and unavoidable impacts are identified) in accordance with CEQA Guidelines Sections 15091 and 15093. Based upon comments provided on the Draft Findings and Statement, Consultant will prepare the revised Findings and Statement. **Reviews:** Consultant will modify the Findings and Statement up to <u>two</u> times in response to review comments. **Deliverables:** Draft and Final Findings of Fact and Statement of Overriding Considerations (provided in Word with clean and tracked changes versions of each round of review); Final Findings and Statement to be provided in PDF.
Task 13	**Notices**. Prepare the following CEQA public notices: Notice of Preparation (NOP), Notice of Completion (NOC), SCH Summary Form, Notice of Availability (NOA), and Notice of Determination (NOD). Consultant will be responsible for preparing and distributing all public notices associated with the EIR in consultation with the City; however, the City will file all public notices associated with the County, including payment of County filing fees and California Department of Fish and Wildlife fees. Notices will meet all CEQA requirements and City preferences. City will prepare Planning Commission hearing notices prior to EIR certification in coordination with City. Consultant will review and provide feedback to City. The City will distribute, print, and file the final public hearing notices. In the event of an appeal to City Council, City will prepare City Council hearing notices with Consultant's review (Task 14(b)). Upon completion of the scoping period and public review period, Consultant will organize and catalog all comment letters received during the scoping period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available). Consultant will prepare NOP and NOA postcard courtesy notices for City review. City will finalize, print, and mail to property owners and occupants within 500 feet of the Property and all interested parties on-file with the City. Consultant will assist City in maintaining its record of mailed

	postcards, returned postcards (if any), and address updates as applicable. **Reviews:** Consultant will modify each form of notice up to three times in response to review comments. **Deliverables:** Public notices and postcard mailers (provided in Word with clean and tracked changes versions of each round of review).
Task 14(a)	**Project Coordination, Meetings, and Quality Control**. This task includes management of the Agreement, applicable subcontracts, schedule, budget, and coordination with subcontractors, and other consultants, City staff, City contract consultants, Applicant when applicable, agencies, and others. Consultant will assign a dedicated Project Manager who has extensive experience managing the preparation of an EIR and environmental analysis for projects of similar size, type, and complexity. To the maximum extent feasible, Consultant shall ensure that the designated Project Manager shall remain involved until the Planning Commission (or City Council in the event of an appeal) acts on the EIR. Attendance, participation, and assistance in regular team meetings and calls, public meetings, and stakeholder meetings. Consultant to facilitate the public Scoping meetings in coordination with City staff and/or City contract consultants including in-person and/or virtual participation, preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping meeting notes. Consultant will provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this Task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their technical expertise when appropriate. • Attend regular weekly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per week over the life of the proposed schedule; assume 90 percent virtual and 10 percent in-person). • Attend working review sessions associated with the Draft EIR

	preparation (including technical studies) (estimate 20, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder meetings before the Draft EIR is released (assume 50 percent virtual and 50 percent in-person). • Attend working review sessions associated with the Response to Comments and prior to Final EIR preparation (estimate 10, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder and other public meetings prior to Planning Commission hearing (assume 50 percent virtual and 50 percent in-person). • Provide Planning Commission hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants. • Attend up to two Planning Commission hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Ensure that monthly invoicing is submitted to the City within 30 days after the close of each month that services are provided. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.

Task 14(b) Optional	***Optional Appeal Hearing Project Coordination, Meetings, and Quality Control****.* In the event the Planning Commission's decision on the EIR and/or entitlement(s) is appealed to the City Council, Consultant will provide a continuation of Task 13 and 14(a) services, as applicable. Consultant will continue to provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their technical expertise when appropriate. • Attend regular weekly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per week over a four-month period; assume 90 percent virtual and 10 percent in-person). • Provide City Council hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants, including review and preparation of responses to appeal claims as applicable. • Attend up to two City Council hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent QA/QC of all documents prepared. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
Task 15	**Reimbursable Expenses.** Allowable reimbursable expenses include costs of printing, printing supplies, travel (vehicle mileage only), postage, delivery services, photography, computer research that requires charges, and all other reasonably necessary costs and expenses incurred in

	completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals.
Task 16	**Contingency**. CEQA consultants shall include a set 20% contingency to the overall proposed cost of services in its proposal covering Tasks 1-15 (optional tasks excluded).

PROPOSAL

Consultant must provide the following information in the proposal. Resumes and rate sheets are required for key Consultant team members assigned to this Project. Do not include resumes for staff and/or subcontractors that will not be working on the environmental analysis. Each proposal must include the following information:

1. **Organization, Credentials and Experience**
    a. Provide a summary of the firm's qualifications, credentials, and related past experience, including all subcontractors included in the firm's proposal.
    b. Indicate the personnel who will be assigned. Provide resumes, biographies and information on the key personnel who will be assigned to this work. Identify the designated Project Manager.
    c. Provide a list of three of the firm's clients with contact information including the names, titles, addresses, phone numbers and email addresses for the appropriate persons at the client company that the City can contact regarding current or recent work assignments (within the last five years).
    d. Identify any subcontractors to be used, including their role in the work effort and key staff designated.

2. **Understanding of the Scope of Work**
    Provide a narrative of the firm's understanding of the Scope of Work and a detailed proposal to meet the City's request.

3. **Cost Estimate**
    Provide an estimate of the total direct and indirect costs and breakdown of costs to complete all of the tasks described above. The cost table must be broken down by task. Proposals must include a set 20% contingency for Tasks 1-15 (optional tasks excluded). Costs are assumed as Time and Materials invoiced via hourly rates, not to exceed to overall contract amount. As such, please provide *estimated costs* for each task in the cost table. Consultants shall provide *estimated* costs for each task in the cost table and breakdown the *estimated* costs by each position and hourly rate anticipated. The same breakdown requirement applies to any subcontractors, if proposed.

4. **Schedule**
    Consultants shall provide an EIR schedule broken down by the tasks above. Consultants should assume a minimum 45-day public review period.

5. **Professional Services Agreement**

The selected Consultant must use and comply with the terms and conditions of the City's standard Professional Services Agreement as attached to this RFP.

6. **Compliance**
   Provide a written statement that the Consultant shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance respectively.

7. **Use of Artificial Intelligence**
   Provide a written statement that the Consultant, if selected, agrees to the following:

   Consultant shall disclose the use of any Artificial Intelligence (AI) tools (e.g., generative AI, LLMs) in the creation of deliverables. Consultant shall identify the AI tool(s) and the scope of its use. Consultant shall guarantee that any output generated by AI and included in a deliverable to the City will be thoroughly reviewed and validated by a human for accuracy, bias, and compliance with project requirements. Consultant shall warrant that they are solely responsible for the accuracy of the final deliverables, regardless of whether AI was used in the creation process. Consultant shall warrant that no confidential, proprietary, or sensitive data provided by the City will be input into any public or third-party generative AI tool that stores data or uses it for model training.

8. **Litigation**
   Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five years. If a court or an arbitrator rendered a decision, state the results.

PROPOSAL PROCEDURE

Clarifications: The City will respond to requests for clarification to the RFP in written Addendum(s) as needed. Inquiries should be directed by email only to rnelson@malibucity.org. No verbal requests will be accepted. All requests for clarification must be received by **1:00 PM on Wednesday, April 1, 2026.**

Proposal Deadline: Submit an electronic copy of the complete proposal to:

Rebecca Nelson-Brown, Senior Management Analyst
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
rnelson@malibucity.org

All proposals are due no later than **4:00 PM on Thursday, April 9, 2026.** The City reserves the right to extend the deadline or accept a late submittal with good cause shown.

Anticipated Schedule of Events: These dates are estimates and subject to be changed by the City.

Event	Date
Release RFP to Vendors	March 9, 2026
Proposals Due	April 9, 2026 / 4:00 PM PST
Vendor Interviews	Week of April 13, 2026
Vendor Proposal Evaluations Complete	Week of April 13, 2026
Finalists Notified	Week of April 13, 2026
Contract Finalized	April 20, 2026
Signed Contract Due to City	April 22, 2026
Agreement to City Council	May 11, 2026

Evaluation Criteria: Proposals will be evaluated based primarily on the following:

1. Experience of Proposed Staff. Experience of Project Manager with similar scope of services. Experience of project team with similar scope of services. Years staff has been assigned to similar scope of services. Level of education, training, and licensing. Certification of staff. Subcontractor qualifications and roles, if any.

2. Approach to the Project. Demonstrated understanding of the City's needs and solicitation requirements. Approach is well organized and presented in a clear, concise, and logical manner. Quality control and thoroughness is well defined.

3. Capability to Perform. Ability to complete work within deadlines. Availability and continuity of staff during the course of the Agreement, if selected. Unsatisfactory past performance with the City may be considered as determined by the City in its sole and absolute discretion.

4. Firm's Relevant Experience. Experience in performing similar services for organization of similar size and/or geographical context to the City. Experience with public agencies. Years of experience performing these types of services.

5. Fair and Reasonable Cost. Consideration of rate sheet and budget by task. Reasonable costs demonstrated by work proposed. Inclusion of 20% contingency in overall budget (Tasks 1-15, optional tasks excluded).

6. Performance in interviews (if conducted).

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and become the property of the City.

The City reserves the right to select a Consultants without interviews; however, shortlisted firms may be invited to meet with the selection committee (either in-person or virtual). The presentation portion of the interview will be limited to no more than 15 minutes, with up to another 45 minutes set aside for questions and answers. The presenters must include

the key personnel who will be engaged in the work effort.

Contract Execution: The selected Consultant contract will require City Council authorization at a public meeting expected in May 2026. Upon execution, the Consultant will be expected to commence work immediately.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City of Malibu and the firm selected. This RFP in no way commits the City to purchase all, or part, of the services described in this RFP. All costs incurred by proposers to prepare the proposals will be the responsibility of the proposers. The City also reserves the right without prejudice to accept or award any portion of the proposals received or reject any, or all, of the proposals received. Proposals are public information and are the property of the City. Proposals may be returned only at the City's option.

Confidential Material: Prior to the award of the contract, all proposals will be designated confidential to the extent permitted by the Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review of the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Conflict of Interest: The Consultant shall disclose any financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The City reserves the right to cancel the reward if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program. The City determination regarding any questions of conflict of interest shall be final.

ATTACHMENTS

1. Sample Professional Services Agreement
2. Vicinity Aerials and Site Plans
3. Additional Aesthetic Report Components
4. List of Applicant Provided Documents and Reports