



AGENDA ITEM 7

- Public Hearing
- Ordinance
- Consent Calendar
- Discussion/Transaction

**WALNUT CITY COUNCIL**

**AGENDA DATE: JUNE 14, 2017**

**To:** Mayor Ching and Council Members

**VIA:** Robert Wishner, City Manager *RW*  
Tom Weiner, Director of Community Development *TW*

**FROM:** Derrick Womble, Senior Management Analyst *DW*

**SUBJECT:** Appropriation request for third-party review of environmental documents and studies in response to Mount San Antonio College (Mt. SAC) development projects

**RECOMMENDATION:**

It is recommended that the City Council appropriate \$30,000 from the General Fund reserve to account number 01-5000-6216, in order for ECORP Consulting, Inc. to provide third-party environmental and geotechnical consulting services on behalf of the City.

**BACKGROUND:**

On March 14, 2017, the Superior Court of the State of California for the County of Los Angeles (Central District), ordered that Mt. SAC set aside all approvals, including the Addendum to the EIR pertaining to their development of the West Parcel Solar Project ("Solar Project") on undeveloped land south of Temple Avenue/Amar Road and west of Grand Avenue. Pursuant to the Court Order, Mt. SAC is restrained from taking any actions in furtherance of the Solar Project unless and until, they prepare and circulate an initial study for the Solar Project and thereafter prepare an appropriate California Environmental Quality Act (CEQA) document and/or make an appropriate CEQA determination and finding.

On April 14, 2017, Mt. SAC issued a Notice of Preparation (NOP) of a Draft Subsequent Project Environmental Impact Report (SEIR) for the Physical Education Project – Phase 1, 2 ("PEP"). When completed, the 32.2 acre PEP (Phase 1) will include a new track, permanent seats, scoreboard, lighting, pedestrian bridges, athletic fields, and support facilities (i.e. concessions, restrooms, etc.). The PEP (Phase 2) will occupy the northwest parking lot within the PEP (Phase 1) project site and include three elements: (1) Physical Education, Kinesiology and Wellness building, (2) Rooftop bleachers and, (3) a Pool and a Diving Pool.

This project will provide centralized facilities to house the physical education programs at Mt. SAC.

On May 19, 2017, a Notice of Completion (NOC) was issued by Mt. SAC for the PEP Draft SEIR. The Draft SEIR only addresses and evaluates any new impacts, or revisions required to make the prior 2002 – 2015 documentation adequate for the project. Comments on the Draft SEIR are due by Monday, July 3<sup>rd</sup>, 2017.

On June 7, 2017, Mt. SAC held a scoping session for the Solar Project, as Mt. SAC anticipates preparing a draft EIR for the project. The City presented written comment expressing its concerns with haul routes, grading, slope/hillside analysis, geologic/geotechnical studies, aesthetics, alternatives analysis, water, air quality, and scenic highway preservation.

#### **STAFF ANALYSIS:**

On April 20, 2017, Staff issued a Request for Proposals/Qualifications (RFPQ), in order to select a consultant/firm to provide a third-party review of environmental documents and studies for Mt. SAC development projects to ensure any and all potential impacts and mitigation measures have been included and addressed per CEQA guidelines. The RFPQ was posted at City facilities and made available on the City's website. Additionally, the RFPQ was circulated to sixteen (16) different consultants/firms that specialize in environmental consulting. For public reference, the RFPQ and associated documents are available in the City Clerk's Office.

Due to the time sensitive nature and in order to provide adequate response by the July 3<sup>rd</sup>, 2017 deadline for the PEP Draft SEIR, the City Attorney and Staff administered and executed an agreement **for the interim period**, with ECORP Consulting, Inc. ("ECORP"), to not exceed \$30,000 until such time as the City Council authorizes an additional amount.

It is important to note that ECORP's full proposal amount was \$99,967.00, which included peer reviews for the PEP and Solar Project, as well as, responses to subsequent environmental documents, and attendance at project specific meetings. Should the City Council wish to authorize ECORP's services for additional matters, a subsequent appropriation of approximately \$70,000 would be put on the agenda at a forthcoming meeting for Council consideration.

ECORP was selected by City staff because of their expertise and core disciplines in CEQA and National Environmental Quality Act (NEPA) documentation, regulatory permitting, biological resources, cultural resources, water resources, mitigation planning, geographic information systems, and experience with both solar alternative energy projects and community college master plan environmental documentation. ECORP has included on their team two (2) specialty subconsultants with whom they regularly work to assist with

review of the technical studies and planning documents, and to offer additional specialty services:

- Group Delta Consultants, Inc. will review the geologic/geotechnical soils and slope analysis; and
- Kunzman Associates, Inc. will provide review of air quality, greenhouse gas, noise, and traffic studies.

Each subconsultant identified by ECORP, possesses knowledge and experience that will be beneficial to the City throughout the review process of Mt. SAC environmental documents.

**FISCAL IMPACT:**

At this time, Staff is recommending the appropriation of \$30,000 from the General Fund reserve. The initial appropriation will include specific tasks be performed on a time and materials not-to-exceed basis. Initial tasks are expected include:

1. Peer Review of Technical Studies (Phase 1B PEP); and
2. Review of Draft Subsequent Project EIR -- PEP (Phase 3B PEP); and
3. Meetings (up to 8 hours of senior staff time @ \$200 per hour).

Should the City Council at its discretion, request ECORP to perform additional peer reviews of subsequent environmental documents for the PEP, Solar Project, and/or any other Mt. SAC matter, an additional appropriation of approximately \$70,000 will be required from the General Fund reserve, as well as, an amendment to the existing Agreement.

**RELATION TO MISSION STATEMENT:**

We will exceed expectations by preparing Walnut for the future and enhance civic pride by ensuring the City is well maintained.

Attachment(s):

1. Proposal - ECORP Consulting, Inc.
2. Professional Services Agreement (executed June 5, 2017)

# **ATTACHMENT 1**

Proposal – ECORP Consulting, Inc.

(Dated May 18, 2017)

**Proposal for:**  
**Third-Party Review of  
Environmental Documents and  
Studies for the Mount San  
Antonio College – West Parcel  
Solar Project and Physical  
Education Project (Phases 1, 2)**

*Submitted to:*



**City of Walnut**

**May 2017**



**ECORP Consulting, Inc.**  
ENVIRONMENTAL CONSULTANTS



May 18, 2017  
(P17-265)

Teresa De Dios, City Clerk  
City of Walnut  
21201 La Puente Road  
Walnut, CA 91789

**Subject: Proposal to Provide Third-Party Review of Environmental Documents and Studies for the Mount San Antonio College – West Parcel Solar Project and Physical Education Project (Phase 1, 2)**

Dear Ms. De Dios:

ECORP Consulting, Inc. (ECORP) is pleased to submit our proposal to the City of Walnut (City) to perform a provide third-party review of environmental documents and studies for the Mount San Antonio College, West Parcel Solar Project and Physical Education Project (Phase 1, 2). ECORP's expertise and core disciplines are in CEQA and NEPA documentation, regulatory permitting, biological resources, cultural resources, water resources, mitigation planning, and geographic information system (GIS) services. We are specialists in helping our clients prepare the necessary documentation to comply with CEQA and a wide range of other environmental regulations. Our staff is experienced with both solar alternative energy projects and community college master plan environmental documentation. We also provide third-party review services of documents prepared by others to ensure that they meet the requirements of CEQA and other environmental regulations.

ECORP is a California "S" Corporation with five offices statewide. This office will be managed from our Santa Ana office by Tom Holm, AICP. Mr. Holm has over 30 years of experience preparing and managing CEQA documents in southern California. Mr. Holm is ECORP's point-of-contact for the City to whom correspondence regarding this submittal and any technical questions should be addressed. His contact information is:

Tom Holm, AICP, Senior Environmental Planner  
ECORP Consulting, Inc.  
1801 Park Court Place, B-103  
Santa Ana, CA 92701  
Tel: (714) 648-0630, Fax: (714) 648-0935  
Email: [tholm@ecorpconsulting.com](mailto:tholm@ecorpconsulting.com)

Some key benefits to the City in selecting ECORP are:

- ✦ **Experienced CEQA Team Leader and Technical Experts** – ECORP's Project Manager, Tom Holm AICP, has over 30 years of experience preparing and managing CEQA documents in southern California. Our key staff members each have more than 15 years of experience providing similar services. The City can be assured that our knowledgeable personnel will remain dedicated to the project for its duration.

- **Substantial Third-Party Peer Review Experience with Large Projects** – ECORP has conducted third-party review of large-scale solar and wind projects throughout California for the Bureau of Land Management and for a variety of commercial, transportation, and other projects for local jurisdictions. We understand how to evaluate the work of other consultants with the City's interests in mind.
- **Familiarity with CEQA Documentation for Campus Master Plans** – ECORP has prepared all levels of CEQA documentation for two campus master plans for the San Bernardino Community College District. We understand the issues involved with amending Campus Master Plans and their associated environmental documents.
- **No Conflicts of Interest** – ECORP has no conflicts of interest as defined in item 10, page 5 of the RFP. This project will be a high priority for our staff.

ECORP will be the lead reviewer for the CEQA/NEPA documents and the majority of the technical studies. We have included on our team two specialty subconsultants with whom we regularly work to assist us with review of the technical studies and planning documents, and to offer additional specialty services:

- **Group Delta Consultants, Inc.** will review the geologic/geotechnical soils and slope analysis
- **Kunzman Associates, Inc.** will provide review of the air quality, greenhouse gas, noise, and traffic studies

ECORP will work together with our subconsultants as a cohesive, integrated team to provide superior service to the City.

ECORP's proposal remains valid for a period of not less than 90 days from May 18, 2017. I am authorized to bind the firm. Please do not hesitate to contact us with questions or for clarification on any matter concerning our submittal.

Respectfully submitted,

**ECORP Consulting, Inc.**



Brant A. Brechbiel  
Vice President/CCO

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## INTRODUCTION

ECORP Consulting, Inc. (ECORP) is pleased to present our qualifications and proposal to provide third-party review services for the Mount San Antonio College (Mt. SAC)-prepared environmental documents and studies for two projects: West Parcel Solar Project (Solar Project) and the Physical Education Project (PEP). ECORP is a mid-sized environmental consulting firm that has been providing expertise in California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), biological resources, cultural resources, regulatory permitting, and geographic information systems since 1987. ECORP understands that development at Mt. SAC is generally under the authority of the Mt. SAC Board of Trustees, and that Mt. SAC is the CEQA Lead Agency for its projects.

However, due to the location of the campus in the City of Walnut (City), the development at the community college campus and the college's off site projects (such as the Solar Project) has the potential to affect City services and City residents. Mt. SAC has prepared campus Master Plans and Program EIRs, the most recent of which was certified in 2016. A community group, United Walnut Taxpayers, and the City challenged the CEQA document for two Mt. SAC projects, a parking structure and the Solar Project. These challenges have been successful. The main issue with both challenges was the lack of project-specific analysis and the over-reliance on the Program EIR for the Master Plan. Additionally, the court found a lack of substantial evidence for several environmental resources, including geotechnical resources, aesthetics, and traffic.

Given that Mt. SAC has a record of insufficient CEQA analysis for its projects, the City wishes to hire technical and CEQA consultants to review CEQA documentation for two upcoming projects:

- ◆ The Solar Project
- ◆ The PEP

The City would also like technical support at meetings with the City Council, Planning Commission, community workshops, and the Mt. SAC development task force, as well as other meetings as needed. ECORP can provide these services as an extension of City staff, working closely with all departments, the community, and the Mt. SAC development task force to ensure that City concerns are raised, evaluated appropriately, and documented during the CEQA process. ECORP will assure a high quality end product by using senior technical staff for document review. These staff members have between 17 and 35 years of experience preparing and reviewing environmental documentation in southern California. Our Project Manager, Tom Holm, AICP has reviewed environmental documents for projects ranging from mixed-use developments to the California High Speed Rail. Additionally, ECORP has assigned a QA/QC Manager to this project, Anne Surdzial, AICP. Ms. Surdzial has been invited to be on the Association of Environmental Professionals State Awards Jury three times, and understands the requirements of a quality CEQA document.

## FIRM QUALIFICATIONS

ECORP has assembled an outstanding team to assist the City with this project. In addition to ECORP, our team includes specialty subconsultants Group Delta Consultants, Inc. and Kunzman Associates, Inc. The ECORP Team includes certified planners (AICP), Registered Professional Archaeologists (RPA), Professional Engineers (PE), certified engineering geologists (CEGs), Registered Environmental Assessors (REA), Certified Professionals in Erosion and Sediment Control (CPESC), and numerous biologists permitted to survey for and handle sensitive plant and wildlife species. Qualifications and certifications of the personnel assigned to this project are provided in the Organization and Staffing section. Qualifications of each firm are provided below.

### Primary Firm Profile (ECORP Consulting, Inc.)

ECORP was founded in 1987, and assists our public and private clients with a wide range of environmental services including technical expertise in planning, biological, cultural, and water resources and in regulatory compliance with CEQA, NEPA, Clean Water Act, federal and state Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), and other laws and regulations. ECORP is a California "S" Corporation with a six-member Board of Directors. ECORP will manage this contract from our Santa Ana office, which will have the primary responsibility for overseeing the contract and providing services; this office is described more fully later in this section. ECORP has 115 employees in five offices throughout California, including Santa Ana, Redlands, San Diego, Rocklin, and Chico.

ECORP has established professional working relationships with federal and state regulatory agencies, based on technical excellence and a thorough understanding of regulatory processes. We are experienced with the California Fish and

Game Code Section 1600; the regulatory

requirements of the federal Clean Water Act Sections 401, 402, and 404; NEPA; NHPA Sections 106 and 110; federal ESA Sections 7 and 10; CEQA; and the California Endangered Species Act (CESA). We also have established working relationships with the resources agencies, including the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the U.S. Fish and Wildlife Service (USFWS). A partial list of our services includes:

**The ECORP Team has conducted third-party environmental document review for numerous clients, including:**

- Bureau of Land Management
- Los Angeles County Department of Public Works
- San Bernardino Community College District
- City of Rialto
- City of Indian Wells

#### **CEQA and NEPA Documentation**

- Preliminary Project Assessments/Constraints Analyses
- CEQA Review and Compliance (Categorical Exemptions, Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports)
- NEPA Review and Compliance (Categorical Exclusions, Environmental Assessments, Environmental Impact Studies)
- Land Use Entitlement Support
- Third-Party Review of Applicant-Prepared Documents
- Public Participation, Including English-Spanish Translation of Public Notices and Public Information Materials
- Environmental Justice

#### **Biological Resources**

- Threatened, Endangered, and Special-Status Species Surveys and Permitting
- Wetland Delineations
- Terrestrial and Aquatic Species Surveys and Habitat Assessments
- Botanical Services and Tree Inventories
- Bat Surveys and Bat Exclusion Management
- Stream Bioassessment Studies (including Benthic Macroinvertebrate Sampling)
- Preparation and Implementation of Natural Community Conservation Plans (NCCPs) and Habitat Conservation Plans (HCPs)
- Support of Informal and Formal Consultation under Section 7 of the Endangered Species Act
- California Rapid Assessment Method (CRAM) for Wetland, Riparian, and Stream Habitats

#### **Cultural Resources**

- Cultural Resources Management
- Archaeological Services
- Architectural History Services
- Cultural Resources Consultation and Agreement Documents
- Native American Consultation
- Memoranda of Agreement/Programmatic Agreements
- Geoarchaeology

#### **Restoration, Permitting, and Land Management**

- Wetland Assessment and Delineation
- Environmental Permits under CWA Sections 401, 402, and 404; Fish and Game Code section 1602; and Porter-Cologne Act Federal Energy Regulatory Commission Licensing Support
- Mitigation and Compensation Planning
- Mitigation Banking Support
- Habitat Restoration, Planning and Design
- Habitat Restoration Implementation Monitoring
- Open Space Management
- Storm Water Pollution Prevention Plans (SWPPP)
- Long-Term Monitoring and Management

#### **Interpretation and Aesthetics**

- Visual Impact Analysis
- Interpretive and Educational Projects Native
- Habitat Interpretive Centers

#### **Geographic Information Systems and Cartography**

- Project-Specific and Regional Resource Mapping Services
- Geographic Information Systems (GIS) Data Capture and Spatial Analysis
- Lidar Data Acquisition and Analysis
- Image Processing and Land Cover Analysis
- Computer-Based Cartography

#### **Unmanned Aerial Systems (UAS) Services**

- Rapid Collection of Aerial Photographs
- Repeated Site Visits for Monitoring and Change Detection
- Development of Digital Surface Models, 3D Data and Other Topographic Information
- Aerial Videography

#### **Water Resources**

- Hydrologic Modeling and Assessment
- Stream Surveys and Restoration
- Stream Gaging and Related Services
- Water Resources Management
- Watershed Planning and Management
- Water Rights Determination and Accounting
- Hydropower Project Economics and Operations

#### **Construction Monitoring**

- Mitigation Development and Monitoring
- Pre-Construction Surveys
- Biological Resources Monitoring
- Cultural Resources Monitoring
- Coordination with Native American Monitors
- English-Spanish Translation of Worker Education Materials

ECORP provides support over the life of a project from initial baseline studies; to environmental planning and review, permit negotiation, liaison with resource agencies, and mitigation design; and through to construction supervision, monitoring, and compliance reporting. ECORP brings to the City an experienced team of more than 100 CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, archaeologists/cultural resource specialists, architectural historians, landscape architects, engineers, hydrologists, and GIS specialists.

## Description of Branch Office Servicing Project

This project will be managed from our Santa Ana office, which has over 20 employees specializing in the fields of CEQA/NEPA documentation, cultural resources, biological resources, and regulatory permitting. ECORP's Santa Ana office is located at:

1801 East Park Court Place  
Suite B-103  
Santa Ana, CA 92701

ECORP's Santa Ana office has been in operation since 2005 (12 years).

## Stability of Firm

ECORP has sustained excellent financial health and stability by maintaining a mix of public sector and private sector clients and by focusing our business on environmental compliance services. Unlike many large engineering companies who offer environmental services as an adjunct to their main business focus, and who may have had to downsize these "extra" services in the recent economy, ECORP's concentration is on NEPA/CEQA analysis, biological resources, cultural resources, water resources, and GIS services.

ECORP has assisted public and private landowners with biological, archaeological, and environmental regulation compliance since 1987. The corporation, originally named Sugnet & Associates, was purchased by employees in 1998 and incorporated as ECORP Consulting, Inc., in August of 1998. Until 2004, ECORP offered multidisciplinary natural and cultural resources services primarily in the northern California region, operating out of Roseville (Sacramento Region). In 2004 and 2005, a strategy for market diversification and expansion was successfully realized as ECORP announced the establishment of southern California offices, first in Redlands and then Santa Ana. During this time, the corporate headquarters moved from Roseville into company-designed office buildings in nearby Rocklin. In 2007, ECORP purchased a small, established San Diego-based restoration ecology practice and has further expanded this office to include all of ECORP's service categories. As the financial economy changed, ECORP was well positioned to effectively provide our entire suite of services statewide. To date, ECORP continues to enjoy financial good health as witnessed by the opening of our Chico office, staffed by local technical specialists, in 2017. There are no claims against ECORP with regards to an owner or regulatory agency for violating any local, state, or federal laws. ECORP's trade references are available on request.

ECORP's organizational stability and strength are demonstrated by our steady growth over time, including the addition of offices and new technical disciplines, and high retention rate for staff. On average, our employees have worked at ECORP for eight years. Thirty-seven of our approximately 115 employees have been at ECORP over 10 years. Of those, seven employees have been with ECORP more than 20 years.

## Subconsultants

ECORP has included two subconsultants on our team to provide the expertise in assisting the City with technical review of project studies and planning documents.

- ✦ **Group Delta Consultants, Inc.** will review the geologic/geotechnical soils and slope analysis
- ✦ **Kunzman Associates, Inc.** will provide review of the air quality, greenhouse gas, noise, and traffic studies

### Group Delta Consultants, Inc.

Established in 1986 as a California Corporation, Group Delta is a consulting engineering firm specializing in geotechnical engineering, geology, environmental engineering, materials testing, and construction inspection services. Group Delta has eight offices in California with locations in Irvine, Anaheim, Torrance, Ontario, San Diego, Victorville, Vacaville, and Walnut Creek and currently employs a staff of 124 consisting of civil engineers, geotechnical engineers, environmental engineers, engineering geologists, scientists, laboratory and field technicians, deputy grading inspectors, deputy construction inspectors, and drafting and CAD specialists. For over 31 years, their professional engineers and scientists have provided a broad range of services to educational districts, housing developments, transportation clients, and various cities and agencies throughout California.

### Kunzman Associates, Inc.

Kunzman Associates, Inc. is a California Corporation with its headquarters located in the City of Orange. The company specializes in transportation and related services for governmental agencies and the business community. Kunzman Associates, Inc. also has a satellite office in the City of Riverside. The firm has highly qualified personnel with experience throughout southern California at the regional, local, and individual project level. The experience of the firm's personnel in transportation and related services for new planned communities, as well as established areas provides the special skills necessary for determining imaginative, practical, and meaningful solutions. The firm was established in 1976 by William Kunzman, PE and since then the firm has completed 5,000+ studies for more than 1,000 different clients. Kunzman Associates, Inc. provides services for transportation planning/traffic engineering, parking, noise/vibration studies, expert witness, peer reviews, and air quality/global climate change/health risk assessments.

### Relevant Project Experience

ECORP specializes in environmental documentation for a variety of project types, including educational, institutional, recreational, residential, commercial, and industrial. Our staff members have provided third-party review of technical reports and CEQA documentation for projects ranging from large, controversial projects such as the California High Speed Rail project to smaller industrial and commercial projects for local jurisdictions.

## Third Party Review of NEPA/CEQA Documents and Technical Reports for Renewable Energy Projects on BLM-Managed Land in California

Client: U.S. Bureau of Land Management as a subconsultant to Labat Environmental

As an extension of Bureau of Land Management (BLM) staff, ECORP provided technical review services of NEPA documents and technical documents (cultural resource inventory reports and biological resource reports) associated with the NEPA process, addressing energy development (production of oil, natural gas, geothermal, wind and solar power, and transmission lines) proposed on public lands managed by the BLM in California. Administrative draft NEPA documents (prior to issuing draft and final EISs for public comment) were reviewed, and BLM was provided with comments detailing findings of potential inadequacy, including legal weaknesses, factual inconsistencies, data gaps, inconsistencies with existing laws, regulations, or policies, noncompliance with the guiding land use plan(s), and noncompliance with the NEPA process as outlined in the BLM's NEPA Handbook (1790-1). Task orders completed under this contract included:

- ◆ **Desert Harvest Solar Project EIS, Riverside County.** ECORP reviewed the Draft and Final

EIS sections of purpose and need, biological resources, cultural resources, paleontological resources, land use and realty, recreation, visual resources, and cumulative impacts. The proposed Desert Harvest Solar Project is a 150-MW solar photovoltaic project located on approximately 1,280 acres of BLM land. The project would be located six miles north of the unincorporated community of Desert Center in Riverside County.



*Desert Harvest project overview*

- ◆ **Stirling Solar One EIS/EIR, San Bernardino County.** ECORP reviewed the Draft and Final EIS/EIR for overall CEQA compliance, visual resources, land use, socioeconomics, and cumulative impacts. The proposed project would construct and operate an electrical generating facility with a nominal capacity of 850 MW, using concentrated solar thermal power. Approximately 8,230 acres of BLM-administered public land would be needed to develop the project. The project site is approximately 37 miles east of Barstow and 17 miles east of Newberry Springs. The primary equipment for the generating facility would include the 25-kilowatt Stirling solar dish systems (referred to as SunCatchers), their associated equipment and systems, and their support infrastructure.
- ◆ **Granite Mountain Wind Energy EIS/EIR, San Bernardino County.** ECORP reviewed the Draft and Final EIS/EIR for overall CEQA compliance, visual resources, land use, socioeconomics, and cumulative impacts. The proposed project will include the installation of up to 28 2.3-megawatt (MW) Siemens wind turbines (or a similar model of wind turbine between 2.1 MW and 3 MW in capacity) and ancillary facilities on a permanent project footprint of approximately 91.2 acres six miles east of Apple Valley.

- ♦ **Walker Wind Energy Project EIS, Lake and Colusa Counties.** ECORP reviewed the Draft and Final EIS sections for biological resources, cultural resources, paleontological resources, purpose and need, land use, recreation, visual impacts, and cumulative impacts. The proposed Walker Ridge Wind Project in Lake and Colusa counties is a 70-MW wind energy project with an interconnection to Pacific Gas & Electric's 115-kilovolt (kV) distribution system covering 8,157 acres on BLM land. The wind project is proposed to include 29 to 42 wind turbine generators, an underground electrical collection system, a substation, a 115-kV overhead transmission line, an interconnect station, an operations and maintenance building, and access roads.

### **On-Call Master Services Agreement for Environmental Services for Community College Master Plans**

*Client: San Bernardino Community College District*

ECORP has provided on-call environmental services for master planning and capital improvement projects at San Bernardino Community College District facilities since 2005. Examples of projects completed under this contract include:

- ♦ **Program EIR for the San Bernardino Valley College Master Plan.** The Master Plan provided for the replacement of infrastructure located in a fault zone, and the expansion of facilities to accommodate student enrollment through 2030. Technical reports were prepared for biological resources, cultural resources, air quality, noise, and traffic. Program EIR services included compilation and preparation of the EIR and public outreach services, including English to Spanish translation of notices and Native American consultation.
- ♦ **Supplemental EIR for Stadium Expansion at San Bernardino Valley College.** San Bernardino Valley College (SBVC) considered expanding the planned campus stadium from 2,250 seats as programmed in the SBVC Master Plan (2009) to 4,000 seats. An Addendum to the EIR for revision of the SBVC Master Plan was prepared. The revision to the proposed project analyzed in the original Master Plan Program EIR included the construction of a stadium for weekend use only. In addition, a traffic assessment and air quality study were prepared for the project.
- ♦ **Constraints Analysis, Program EIR, and Regulatory Permitting for the Crafton Hills College Master Plan.** The Master Plan provided for the expansion of the college infrastructure and facilities through 2025. Constraints analyses were prepared for biological resources, jurisdictional waters, archaeological resources, and paleontological resources. Technical reports were prepared for all of the services, which were used by the architect as a constraints analysis when preparing the Master Plan. Program EIR services included



*San Bernardino Valley College*

compilation and preparation of the EIR and public outreach services and the preparation of additional technical reports for air quality, noise, and traffic. ECORP also provided permitting and agency coordination services for permits with the RWQCB, USACE, and CDFW.

- ◆ **Subsequent EIR for the Crafton Hills College Master Plan Update.** A Subsequent EIR was prepared for the Crafton Hills College (CHC) Master Plan Update which described the future development of the CHC in two horizons, keeping with the planning strategies and framework of the Master Plan. The SEIR only analyzed Horizon 1, because not enough detail is known about future projects. Horizon 1 included the construction and operation of buildings including the Crafton Center, Occupational Education 2 Replacement, Physical Education/Athletics, and the Science Building. In addition, several structures would be renovated and some relocated as part of this Horizon including: seismic retrofit, fire alarm upgrades, sanitary waste systems, re-piping, energy efficiency improvements, renovating classrooms, offices and lecture spaces, Americans with Disabilities Act (ADA) compliance, restroom renovations, hardscape, landscape/irrigation upgrades, finishes, and elevator refurbishment. Design and construction of the four new buildings, demolitions, and renovations would occur between in Horizon 1. An Air Quality/Climate Change Technical Study was also prepared.
- ◆ **CEQA Documentation for the Applied Technology Training Center (ATTC) Building.** ECORP prepared a CEQA Initial Study/Mitigated Negative Declaration for the ATTC Building in the redevelopment area at the former Norton Air Force Base. Project issues included traffic and air quality.
- ◆ **San Bernardino Valley College Seismic Building Replacement Project IS/MND and Historic Building Evaluation.** ECORP prepared CEQA documentation in the form of an Initial Study/Mitigated Negative Declaration for the construction of four new buildings and the demolition of four existing buildings on the SBVC campus. Because two of the buildings were over 50 years in age, a historic structures evaluation for eligibility to the California Register of Historical Resources was conducted.
- ◆ **On-Call Cultural Resources Monitoring.** On an as-needed basis, ECORP provided archaeological monitoring, including coordination with the San Manuel Band of Mission Indians and the Native American monitor. Additional tasks included consultation with the County Coroner when weathered bone fragments (later identified as mammal) were encountered, supervision of laboratory analysis of recovered artifacts, consultation with faunal analysis expert, coordination with construction personnel, and attendance at construction pre-grade meetings.
- ◆ **On-Call Biological Resources Monitoring.** On an as-needed basis, ECORP provided pre-construction raptor surveys and monitoring for construction projects.
- ◆ **Bat Exclusion.** ECORP provided bat exclusion services on the SBCV campus. Demolition of a building on the SBVC campus was scheduled to occur during bat maternity season, and it was necessary to exclude all bats from the building prior to the onset of the season by the





placement of netting with one-way flaps to allow egress from the building but prevent bats from re-entering.

### **Peck Water Conservation Project CEQA Document Review**

*Client: Los Angeles County Department of Public Works, Architectural and Engineering Division*

ECORP reviewed the Draft IS/MND for the Peck Road Water Conservation Improvement Project, which was prepared by another consultant. This project includes removal of sediment from an approximately eight-acre area, which Los Angeles County Flood Control District (LACFCD) Water Resources Division is proposing to mitigate by creating habitat around the perimeter of the basin. The IS/MND was reviewed to: 1) verify its consistency with known information collected by ECORP for a trails project in the same location; 2) ensure no conflict of interest for the two projects; and 3) verify its compliance with CEQA (e.g., determine whether the impact analyses make sense with the known resources and the mitigations seem appropriate).

### **Third Party Review of the CV Link Environmental Impact Report**

*Client: City of Indian Wells*

ECORP provided third-party review of the Coachella Valley Association of Government's (CVAG) CV Link Draft EIR as an extension of City of Indian Wells planning department staff. CV Link is a proposed 49-mile non-motorized, multi-modal transportation path in the Coachella Valley. The route largely follows the levees of the region's principal watercourses, including Chino Wash, Tahquitz Creek, the Whitewater River Stormwater Channel, and the Coachella Valley Stormwater Channel. Route alternatives cross eight incorporated cities (including the City of Indian Wells), unincorporated Riverside County, and lands managed by three Native American tribes. ECORP reviewed the EIR with attention to the obligations that would be required by the City, as well as potential impacts to safety, aesthetics, land use, and traffic within City boundaries.

### **Third Party Review of Applicant-Prepared CEQA Documents and Technical Studies for Development Projects**

*Client: City of Rialto*

ECORP has conducted several peer reviews of applicant-prepared CEQA documents and technical studies for the City of Rialto. Examples include:

- ♦ **CEQA and Air Quality Peer Review Services for a 500,000 Square Foot Warehouse Located Within the Renaissance Specific Plan.** ECORP provided peer review services for a CEQA IS prepared for a 500,000 square foot (SF) warehouse (Golden Bear Regional Food Distribution Center) located within the Renaissance Specific Plan in the City of Rialto. The IS was reviewed to determine if it was complete, legally adequate, unbiased, and an objective statement of the proposed project's environmental consequences. ECORP assisted the City

in determining if the project impacts were addressed under the Renaissance Specific Plan Program EIR or if a new supplemental or focused EIR was required. In addition, the proposed project's consistency with the adopted Renaissance Specific Plan was evaluated and the Air Quality Technical Report was reviewed.

- ★ **CEQA, Air Quality, and Traffic Peer Review Services for the Proposed FedEx Ground Facility Expansion Located Within the Rialto Commerce Center (PPD No. 2235).** ECORP provided peer review services for an IS/MND prepared for the proposed expansion of a FedEx Ground Facility. The proposed facility would be located within the Rialto Commerce Center for which an EIR was prepared. The proposed project consisted of a 307,062-SF main building, a 5,180-SF maintenance building, and a 1,889-SF security building. In addition, the Traffic Impact Assessment and the Air Quality Study was peer reviewed by our teaming partner, to address traffic and air quality concerns from the City.

## BACKGROUND AND METHODOLOGY

### Project Understanding and Work Objectives

Mt. SAC is preparing CEQA documentation for two proposed projects, the West Parcel Solar Project (Solar Project) and the Physical Education Project (PEP). Both of these projects were included in several iterations of Mt. SAC's Facility Master Plan, the latest of which has a Program EIR certified in October 2016. The Solar Project was previously approved through an EIR Addendum; this approval was challenged by community group United Walnut Taxpayers and the court ruled that the college district must conduct a separate environmental review for the project. Concerns included aesthetics, light and glare, geotechnical/slope resources, and traffic from haul trucks. The two projects have the potential to significantly affect City services and City residents in the surrounding community. Therefore, it is in the City's interest to ensure that these impacts are sufficiently addressed in the CEQA documents. The intent of the third-party review is to assure full disclosure of impacts and identify deficiencies in the analysis early in the process, so that they may be addressed by the college district.

### Methodology

The methodology proposed by ECORP assumes that a Subsequent EIR will be prepared for both projects. Our methods will be the same for each project. If a new project-level EIR is prepared for the Solar Project, ECORP will review our methods and level of effort to determine if it is sufficient for that level of documentation.

### Task 1 – Peer Review of Technical Studies

The technical studies listed below will be professionally reviewed by qualified senior staff to determine if they are adequately prepared and completely incorporated into the Subsequent EIR. It should be noted that the CEQA documents for the Solar Project and the PEP may rely on the analysis from the 2016 Program EIR for the Master Plan. In that case, the ECORP Team will review the studies

as shown below to determine if project-level impact assessment can be reasonably made by relying on these documents and make recommendations for further study, as applicable.

- ◆ Geology/Geotechnical and Slope Analysis Report (Group Delta)
- ◆ Traffic/Parking (Kunzman)
- ◆ Air Quality/Greenhouse Gas (Kunzman)
- ◆ Noise (Kunzman)
- ◆ Water Quality (ECORP)
- ◆ Biological Resources (ECORP)
- ◆ Cultural Resources (ECORP)

The reports/studies will be reviewed to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses, if applicable, will be noted in the review, but will not be conducted by ECORP under this scope of work. Conclusions, impact significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and to determine if they are in conformance with CEQA guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will be reviewed.

### **Task 2 – Review of Notice of Preparation and Initial Study (Solar Project Only)**

The scoping period for the PEP will be concluded prior to the award of this contract. Therefore, this task includes the review of the scoping documents for the Solar Project only. ECORP will review the Notice of Preparation (NOP) to determine if it contains the required elements. The Initial Study will describe which environmental resources are proposed for project-specific analysis and which will rely on previously-prepared CEQA documents. ECORP will review the responses to the Initial Study questions to ensure that sufficient project-specific analysis is being proposed and that this analysis adequately evaluates effects to City services and City residents.

### **Task 3 – Review of Draft Subsequent Project EIR**

ECORP will review the Draft Subsequent EIR and notices to determine if the EIR is complete, legally adequate, unbiased, and an objective statement of the proposed project's environmental consequences. Please note that the technical studies for specialty resource areas will be reviewed as part of Task 1, above. The review will also focus on ensuring that the EIR is comprehensive by reviewing the EIR's project description and alternatives section to ensure the EIR contains the following:

- ◆ Discussion of project location, including a local and regional map and identification of site boundaries
- ◆ Discussion of the complete project, including any proposed off-site improvements or temporary construction staging areas
- ◆ List of required permits and approvals

- ◆ Clearly-written statement of objectives and purpose and need
- ◆ Reasonable range of feasible alternatives. The alternatives selected and rejected will be compared with the project objectives to ensure that no reasonably feasible alternatives that would attain most of the project objectives and would avoid or substantially lessen significant environmental impacts have been rejected
- ◆ Is the Subsequent EIR adequately and correctly related to the previously-prepared environmental documents, including discussions on how the EIR should be used?

Additionally, ECORP will evaluate the line of reasoning in each technical section for the following:

- ◆ **Environmental Setting:** Is there enough detail to understand impacts, but not so much information that it becomes extraneous?
- ◆ **Discussion of Impacts:** Do they relate to thresholds of significance? Is it clearly stated that there is no impact? Is the impact beneficial, less-than-significant, or significant?
- ◆ **Discussion of Mitigation Measures:** Do the mitigations relate directly to each impact and provide for feasible implementation of the mitigation measures in statements of timing, responsible parties, duration? Is it clearly stated what the residual impact is after mitigation?

As part of the review, the EIR will also be examined for consistency with any local, state, or federal plans. Project notices will be reviewed to ensure they are consistent with the EIR and with the content requirements of CEQA and NEPA. Emphasis will be placed on impacts to City services and City residents.

#### **Task 4 – Review Responses to Comments**

ECORP will review the Responses to Comments in the Final Subsequent EIR to determine if the City's concerns have been adequately addressed.

#### **Task 5 – Meetings**

The ECORP Project Manager will attend the following meetings for each document:

- ◆ City Council (2 meetings)
- ◆ Planning Commission (2 meetings)
- ◆ City Staff and City Attorney (3 meetings)
- ◆ Community Workshops (3 meetings)
- ◆ Mt. SAC Development Task Force Ad Hoc Committee (5 meetings)

Other meetings or public hearings determined necessary by the City can be attended on a time and materials basis. The attendance of technical experts can also be accommodated on a time and materials basis.

## WORK PLAN/BUDGET

The Work Plan/Budget for the proposed services is presented in a spreadsheet on the following page.

## SCHEDULE

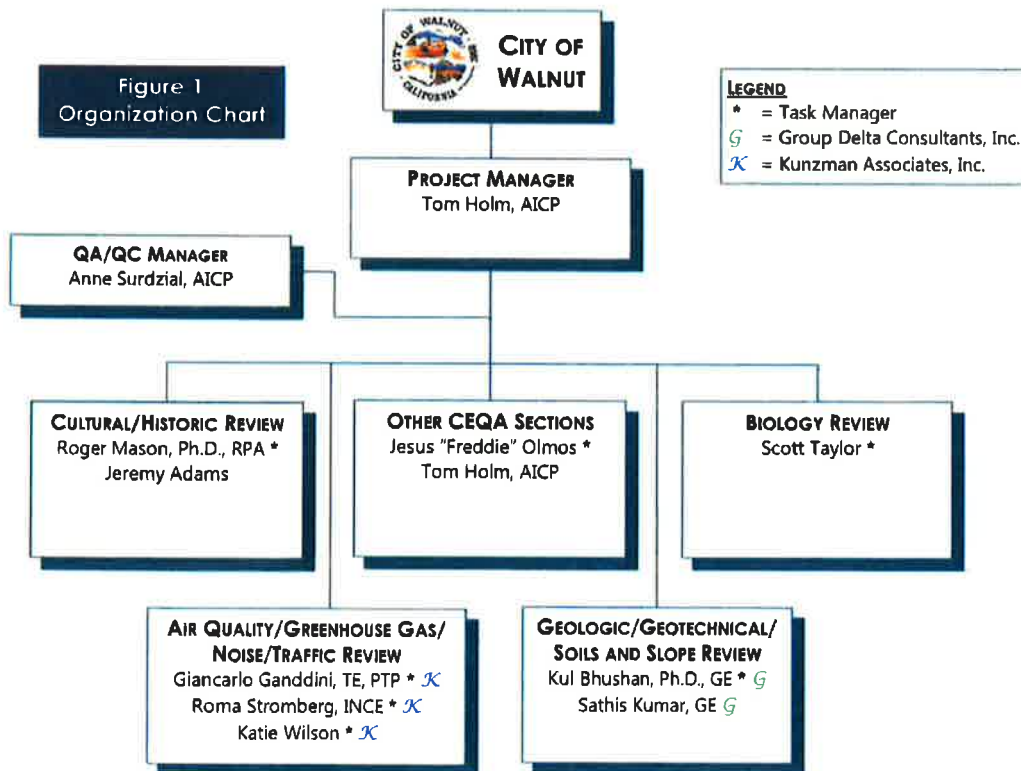
This schedule can be modified based on the City's needs (please see below).

Milestone/Deliverables	Time Frame
<b>Task 1 – Peer Review of Technical Studies</b>	<b>3 weeks (concurrent with Task 3)</b>
<b>Task 2 – Peer Review of NOP and Initial Study</b>	<b>2 weeks</b>
<b>Task 3 – Review of Draft Subsequent EIR</b>	<b>3 weeks (concurrent with Task 1)</b>
<b>Task 4 – Review Responses to Comments</b>	<b>2 weeks</b>
<b>Task 5 – Meetings</b>	<b>As Scheduled</b>

## ORGANIZATION AND STAFFING

ECORP's organization chart is provided in this section, as well as a summary of qualifications for our designated Project Manager, Tom Holm, AICP, and our key technical staff that will be assigned to this project. Resumes are provided in Appendix B.

### Organization Chart



City of Walnut Third Party Review



SOC	PROJECT/SOC	RATE/HR	Task/Phase 1A		Task/Phase 1B		Task/Phase 2		Task/Phase 3A		Task/Phase 3B		Task/Phase 4A		Task/Phase 4B		Task/Phase 5A		Task/Phase 5B	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
220	Project Manager	\$ 200.00	8	\$ 1,600.00	10	\$ 2,000.00	24	\$ 4,800.00	24	\$ 4,800.00	24	\$ 4,800.00	24	\$ 4,800.00	49	\$ 9,800.00	49	\$ 9,800.00		
11	Anna Sanchez	\$ 180.00	1	\$ 180.00	1	\$ 180.00	2	\$ 360.00	2	\$ 360.00	2	\$ 360.00	2	\$ 360.00	0	\$ 0.00	0	\$ 0.00		
20	Roger Miller/Jeremy Masera	\$ 180.00	6	\$ 1,080.00	0	\$ 0.00	2	\$ 360.00	2	\$ 360.00	2	\$ 360.00	2	\$ 360.00	0	\$ 0.00	0	\$ 0.00		
20	Scott Taylor	\$ 160.00	6	\$ 960.00	0	\$ 0.00	2	\$ 320.00	2	\$ 320.00	2	\$ 320.00	2	\$ 320.00	0	\$ 0.00	0	\$ 0.00		
85.00	Biological Resources	\$ 85.00	6	\$ 510.00	0	\$ 0.00	8	\$ 680.00	8	\$ 680.00	8	\$ 680.00	8	\$ 680.00	0	\$ 0.00	0	\$ 0.00		
85.00	Assistant Enr. Reviewer	\$ 85.00	6	\$ 510.00	0	\$ 0.00	2	\$ 170.00	2	\$ 170.00	2	\$ 170.00	2	\$ 170.00	0	\$ 0.00	0	\$ 0.00		
85.00	Water Resources	\$ 85.00	6	\$ 510.00	0	\$ 0.00	2	\$ 170.00	2	\$ 170.00	2	\$ 170.00	2	\$ 170.00	0	\$ 0.00	0	\$ 0.00		
150.00	Senior Enr. Reviewer	\$ 150.00	12	\$ 1,800.00	11	\$ 1,650.00	42	\$ 6,300.00	42	\$ 6,300.00	42	\$ 6,300.00	42	\$ 6,300.00	44	\$ 6,600.00	44	\$ 6,600.00		
37%	Total Labor	\$ 66,320.00	45	\$ 7,150.00	11	\$ 2,180.00	42	\$ 7,150.00	42	\$ 7,150.00	42	\$ 7,150.00	42	\$ 7,150.00	44	\$ 7,450.00	44	\$ 7,450.00	49	\$ 9,800.00
	Travel			\$ 722.25		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
	Mark-up on Travel	14.0%		\$ 101.12		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
	20% Contingency			\$ 823.37		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
	Group Delta			\$ 18,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00		\$ 8,000.00
	Total Sub-Contractors			\$ 30,300.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00		\$ 13,100.00
	Mark-up on Sub-Contractors	11.0%		\$ 3,624.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00		\$ 1,572.00
	Total Other Costs			\$ 34,427.37		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00		\$ 14,672.00
	Total Estimate			\$ 99,993.37		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00		\$ 31,822.00

## Project Manager Qualifications

**Tom Holm, AICP – Project Manager (ECORP).** Mr. Holm offers over 35 years of diverse environmental planning experience on a variety of environmental, natural resource, and regulatory compliance projects. He has been actively involved in preparing and managing CEQA projects throughout Los Angeles County and southern California, including large master-planned communities, transportation, and other public projects. Mr. Holm has an M.A. in Urban and Regional Planning with Environmental Policy and Management emphasis from UCLA, a B.A. in Political Science from U.C. Irvine, and is a certified planner (AICP).

## Key Technical Staff Qualifications

**Anne Surdzial, AICP – QA/QC Manager (ECORP).** Ms. Surdzial is an environmental analyst with 26 years of experience in the planning field. She has prepared and managed the preparation of ISs/EAs and EIRs/EISs for a variety of projects subject to review under CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for managing CEQA and NEPA work in all ECORP offices, ensuring consistency and quality of all products. She provided QA/QC for all of ECORP's environmental work with the San Bernardino Community College District and has provided third-party environmental document review for numerous local agencies. She has served for multiple years on the Association of Environmental Professionals State Awards Jury. Ms. Surdzial has a B.S. in Environmental Science from U.C. Riverside and is a certified planner (AICP).

**Jesus “Freddie” Olmos – Other CEQA Sections Lead Reviewer (ECORP).** Mr. Olmos has 17 years of experience in CEQA and NEPA document preparation and project management. Mr. Olmos will be the lead reviewer for sections of the CEQA documents not requiring specific technical expertise (e.g., project description, alternatives). Additionally, he will ensure that all sections of the documents meet the requirements of CEQA. Mr. Olmos was the lead environmental analyst and project manager for all of ECORP's work with the San Bernardino Community College District, which included two Master Plan Program EIR, an Addendum EIR for additional facilities including a PE Complex and Solar Facility, a Supplemental EIR for an expanded Stadium, several project-level IS/MNDs, regulatory permitting and mitigation implementation. He has also conducted third-party review of several mixed-use development projects for local agencies, as well as entitlement review and CEQA documentation for solar projects. He has a B.A. in Environmental Analysis & Design, with a minor in Urban & Regional Planning, from U.C. Irvine.

**Roger Mason, Ph.D., RPA – Cultural Resources Lead Reviewer (ECORP).** Dr. Mason has been professionally involved with cultural resources management in southern California since 1983. As Cultural Resources Lead Reviewer, Dr. Mason will assist Mr. Holm in providing expertise on prehistoric and historic cultural resources, paleontology, and tribal cultural resources. Dr. Mason is the author of over 200 reports dealing with cultural resource surveys, evaluations, and mitigation programs in all southern California counties. He has extensive project experience with the cultural resources requirements of CEQA and Section 106 of the NHPA. Dr. Mason was Principal Investigator for all of ECORP's work with San Bernardino Community College District and for several utility scale

solar projects in the California deserts. Dr. Mason has also prepared numerous cultural resources sections for CEQA documents and was a consultant to the California Energy Commission and the California High Speed Rail Authority for preparation of cultural resources sections of environmental documents. He has a Ph.D. in Anthropology (Archaeology) from the University of Texas at Austin and is a Registered Professional Archaeologist (RPA).

**Scott Taylor – Biological Resources Lead Reviewer (ECORP).** Mr. Taylor's career has included over 24 years of biological studies, natural resource management, and endangered species research for private and public sector projects. Within most of the local jurisdictions of southern California, he has conducted biological resources work for several of the endangered and threatened species that are commonly associated with public projects. In addition, he has conducted baseline biological studies of both the coastal California gnatcatcher and cactus wren for Natural Community Conservation Planning (NCCP) processes, worked on several parks and other public lands, and worked on private developments geographically ranging all over southern California from the desert to the mountains to the coast. His experience includes identifying and surveying for endangered/threatened species, biological and ecological surveys, aquatic services, and regulatory permitting. Mr. Taylor understands the requirements for construction on community college campuses, and has been the project biologist for San Bernardino Community College District master plan projects since 2009. He has a B.A. in Biology, Point Loma Nazarene University, San Diego.

**Kul Bhushan, Ph.D., PE, GE – Geology/Geotechnical/Slope Analysis Lead Reviewer (Group Delta).** Dr. Bhushan has more than 40 years of diverse geotechnical experience which includes K-12 schools, community colleges, universities, hospitals, commercial, industrial and residential structures, airports, highway bridges, embankments, and transmission lines. Responsibilities consisted of complete geotechnical investigations and analyses including earthwork and site preparation, deep and shallow foundation bearing capacity and settlement, deep excavation and shoring, slope stability, seismicity, liquefaction, earthquake design, development of recommendations, report preparation, and construction supervision. Dr. Bhushan has provided in-depth geotechnical recommendations for projects for numerous cities and agencies throughout California. He was Senior Geotechnical Engineer for the geotechnical services provided during construction at Corona Del Mar High School and Costa Mesa High School. Other school district experience has included Los Angeles Unified School District, Long Beach Unified School District, and Santa Ana Unified School District. Dr. Bhushan has a Ph.D. in Geotechnical Engineering from Duke University, North Carolina and is a California Registered Civil Engineer and Geotechnical Engineer.

**Giancarlo Ganddini, T.E., PTP – Traffic/Parking Lead Reviewer (Kunzman).** Mr. Ganddini possesses the technical knowledge of resources and software relevant to traffic engineering, including: Vistro, Traffix, HCS+, Synchro/SimTraffic, CompleteStreetsLOS, and Webster. He has applied a wide range of analysis methods to address both common and unique traffic issues such as intersection operations, trip generation studies, vehicle queuing, multi-modal circulation, site access, collision history (SWITRS), traffic calming, and parking demand management. Mr. Ganddini's



education includes undergraduate studies in civil engineering with specialization in transportation systems engineering at the University of California, Irvine.

**Roma Stromberg, INCE – Noise Lead Reviewer (Kunzman).** Ms. Stromberg has been actively involved in the arena of planning, development and environmental review for over twenty-five years. She is experienced in noise measurement, acoustical modeling, impact analysis, and the development of mitigation measures. Her education includes undergraduate studies in geography with specialization in urban planning and transportation at California State University, San Diego, and graduate studies in environmental management at West Coast University, Los Angeles/San Diego. Roma is a member of the Institute of Noise Control Engineering (INCE).

**Katie Wilson – Air Quality Lead Reviewer (Kunzman).** Ms. Wilson’s work includes air quality and noise impact studies for the development industry. Experiences include comprehensive studies for recreation, residential, commercial, and industrial developments as well as public projects throughout California. Her education includes completing undergraduate studies in biology at California State University, San Bernardino and graduate studies in environmental toxicology at U.C. Riverside. Ms. Wilson also teaches chemistry labs at California State University, San Bernardino.

## REFERENCES

ECORP encourages the City to contact our references listed below. Detailed descriptions of the project work are provided in the Firm Qualifications section of this proposal.

Project	Client Reference	Participating Key Team Members
<b>CV Link EIR Third Party Review</b>	David Gassaway Community Development Director City of Indian Wells 44-950 Eldorado Drive Indian Wells, CA 92210 (760) 346-2489 <a href="mailto:dgassaway@indianwells.com">dgassaway@indianwells.com</a>	Tom Holm Anne Surdzial
<b>Peck Water Conservation Project CEQA Document Review</b>	Grace Yu Project Manager Los Angeles County Department of Public Works 900 South Fremont Ave., 11 <sup>th</sup> Floor Alhambra, CA 91803 (626) 458-6139 <a href="mailto:gyu@dpw.lacounty.gov">gyu@dpw.lacounty.gov</a>	Freddie Olmos Anne Surdzial Roger Mason Scott Taylor
<b>Third Party Review of Applicant Prepared CEQA Documents and Technical Studies for Development Projects</b>	Gina Gibson Planning Director City of Rialto 150 South Palm Ave Rialto, CA 92376 (909) 421-7240 <a href="mailto:ggibson@rialto.ca.gov">ggibson@rialto.ca.gov</a>	Freddie Olmos Anne Surdzial Roger Mason

## APPENDIX A – RESUMES

### Order of Presentation:

1. Tom Holm, AICP, Project Manager (ECORP)
2. Anne Surdzial, AICP, QA/QC Manager (ECORP)
3. Jesus "Freddie" Olmos, Other CEQA Sections Lead Reviewer (ECORP)
4. Roger Mason, Ph.D., RPA, Cultural Resources Lead Reviewer (ECORP)
5. Scott Taylor, Biological Resources Lead Reviewer (ECORP)
6. Jeremy Adams, Architectural Historian (ECORP)
7. Kul Bhushan, Ph.D., PE, GE, Geology/Geotechnical/Slope Analysis Lead Reviewer (Group Delta)
8. Sathis Kumar, GE, Geotechnical Project Engineer
9. Giancarlo Ganddini, T.E., PTP, Traffic/Parking Lead Reviewer (Kunzman)
10. Roma Stromberg, INCE, Noise Lead Reviewer (Kunzman)
11. Katie Wilson, Air Quality Lead Reviewer (Kunzman)

# Thomas Holm, AICP

## Project Manager

Mr. Holm offers over 35 years of diverse group management and environmental planning experience on a variety of environmental, natural resource and regulatory compliance projects. He has been actively involved in broad-based NEPA and CEQA-related projects throughout Southern and Central California including transportation corridors and highways, major public works and infrastructure, large master-planned communities, and water resources projects.

## Education

M.A., Urban and Regional Planning, University of California, Los Angeles

B.A., Political Science, University of California, Irvine

## Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP)
- American Planning Association, Chapter Legislative Liaison
- Urban Land Institute, ULI Education Committee
- Board Member, Natural History Foundation of Orange County
- Former Planning and Transportation Commissioner, City of Mission Viejo

## Professional Experience

**Review of Coachella Valley Association of Government's CV Link Project EIR, Riverside County – City of Indian Wells.** Lead reviewer for the Draft EIR as an extension of City staff. The CV Link is a 50 mile non-motorized, multi-modal transportation path from Palm Springs to Coachella, including the City of Indian Wells, proposed by CVAG. Review focused on land use, transportation, safety, and general compliance with CEQA. Review was completed in less than one week to meet CEQA compliance deadlines.

**California High Speed Train Project Technical Review.** Mr. Holm served as environmental review task manager, providing expert testimony and technical and CEQA/NEPA adequacy review of the Draft and Final Program EIR/S for the California High Speed Train Project. The primary objective was review and verification of all available environmental, socioeconomic and engineering data, analysis and conclusions provided in the Environmental Document having a bearing upon the identification of a locally preferred or environmentally superior alternative alignment for the train through the Bakersfield to Los Angeles segments of the project area. The review was performed for local agencies in the Antelope Valley.

**Open Reservoir Water Quality Improvement Program Environmental Review – City of Los Angeles.** CEQA/NEPA Review Team Lead. Mr. Holm performed review of environmental databases, technical studies, and EIR sections for LADWP, the Mediation Institute and member homeowner associations of the Coalition

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to Preserve Open Reservoir (CPOR). Projects included the Hollywood Water Quality Improvement Project EIR, the Stone Canyon Reservoir Water Quality Improvement Project EIR, and Rowena Reservoir Expanded IS/MND. Work included adequacy reviews of technical studies and EIR sections prepared by Los Angeles Department of Water and Power, and CEQA training workshops for LADWP staff and CPOR.

**CEQA/NEPA Review Team Lead, LAX Expansion EIR/EIS Technical Review, Los Angeles, CA, County of Los Angeles CAO.** Coordinated technical team providing assessment and analyses of the adequacy of the draft EIS/EIR for the proposed expansion of the Los Angeles International Airport (LAX). The issues included: range of program alternatives, capacity of other airports to meet demand, scope of traffic assessment and environmental justice, adequacy of air quality, noise and environmental justice analyses, differential impacts on unincorporated vs. incorporated areas.

**Salvation Army Campus Master Plan, City of Rancho Palos Verdes, California.** Mr. Holm managed the Program EIR for the proposed 15-year Master Plan with education/conference center. Plans included phased expansion and development of the 42-acre coastal site in Los Angeles County. Specific issues included building heights and visual impact, landform alteration, coastal resources, traffic and circulation, air quality, sensitive species, and cumulative effects on public services and utilities.

**The Westdome Arena/Events Center, Santa Ana, California.** Project Manager. Mr. Holm supervised preparation of an EIR for a proposed new 20,000 seat indoor arena on the 17-acre Eddie West Stadium site in downtown Santa Ana. The process included twenty neighborhood workshops to identify public concerns and environmental issues for resolution through the comprehensive EIR. Significant issues included displacement of the existing venue for high school and college athletic events, regional traffic and neighborhood traffic control, parking management, public safety, air quality, noise, public services and utilities, fiscal impact, and views/aesthetics.

**Addendums to Program EIR, Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code, City of Irvine.** Project Manager. Mr. Holm prepared multiple tiered addendums to the IBC EIR for new residential apartment/condominium projects totaling over 4,000 units. Projects included Irvine Gateway, The Elements, Campus at Martin, Gillette Avenue Townhomes, Metropolis, 2501 Alton and 16931 Milliken.

**Neighborhood Traffic Control Plan EIRs, City of Santa Monica. Project Director.** Mr. Holm prepared two separate focused EIRs with alternatives analyses for roadway improvements, traffic diversion and closures, parking and traffic control measures in sectors of the City of Santa Monica, encompassing Santa Monica Airport, Santa Monica City College, businesses along Lincoln and Santa Monica boulevards, and adjacent neighborhoods. The traffic component included analysis of over 60 intersections.

**Metropolis EIR, Irvine, California.** Project Director. Mr. Holm supervised preparation of a project EIR and subsequent Addendum to the Irvine Business Complex Vision Plan and Mixed Use Overlay Zoning Code Program EIR for this proposed 7.4-acre mid-rise residential project with ground floor commercial/retail within the Irvine Business Complex. The project includes 457 high-density residences with 89 density bonus

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units for very low-income households in an area originally containing high-rise offices as well as manufacturing and support businesses.

**Other CEQA/NEPA document and technical report third party reviews performed for public agency clients:**

- LAX Master Plan EIR/S, County of Los Angeles CAO
  - LA Metro Gold Line Extension Maintenance & Operations Facility Alternatives
  - Grade Separations, OCTA, Orange County, California
  - California High Speed Rail Statewide Program EIR/EIS, Bakersfield to Los Angeles
  - Open Reservoir Water Quality Improvement Program, LADWP, California
  - City of Industry/Majestic Realty NFL Stadium EIR (confidential municipal client)
  - Second + PCH Mixed Use Project Recirculated Draft EIR, City of Long Beach, CA
  - Big Sandy Rancheria Casino EIS, Friant, CA (confidential municipal client)
-

# Anne Surdzial, AICP

## QA/QC Manager

Ms. Surdzial is an environmental analyst with 26 years of experience in the planning field. She has prepared and managed the preparation of ISs/EAs and EIRs/EISs for a variety of projects subject to review under CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for managing CEQA and NEPA work in all ECORP offices, ensuring consistency and quality of all products. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal; state, regional and local agencies; and private clients. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments.

## Education

B.S., Environmental Science, University of California, Riverside

## Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP), July 1994, Certificate No. 11097
- Awards Jury Member, California Association of Environmental Professionals State Awards Program, 2015, 2016, and 2017

## Professional Experience

**Review of Coachella Valley Association of Government's CV Link Project EIR, Riverside County – City of Indian Wells.** Project Manager and QA/QC for review services for the Draft EIR as an extension of City staff. The CV Link is a 50 mile non-motorized, multi-modal transportation path from Palm Springs to Coachella, including the City of Indian Wells, proposed by CVAG. Review focused on land use, transportation, safety, and general compliance with CEQA. Review was completed in less than one week to meet CEQA compliance deadlines.

**On-Call Environmental Services for the San Bernardino Community College District – San Bernardino County – San Bernardino Community College District (2005-present).** Program Manager for On-Call Environmental Services for the San Bernardino Community College District. CEQA tasks provided under this on-call contract included:

- **Program EIR for the San Bernardino Valley College Master Plan.** Program EIR services included compilation, preparation, and circulation of the EIR and public outreach services, including English to Spanish translation of notices and Native American consultation. Technical reports were prepared for biological resources, cultural resources, air quality, noise, and traffic. Issues included evaluation of
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potential impacts to a CRHR historic district on the campus and the potential for Native American cultural resources.

- **IS/MND for the Applied Technology Training Center (ATTC) Building.** Environmental services for a new 10,000 square foot building on a 4-acre parcel proposed for corporate and other technology training.
  - **Program EIR for the Crafton Hills College Master Plan.** Constraints analyses were also prepared for biological resources, archaeological resources, and paleontologic resources. In addition to the technical reports prepared for the constraints analysis, a traffic analysis, noise study, and air quality study were prepared to support the Program EIR. Support was provided for the full EIR process, including public noticing, public meetings, agency meeting, EIR preparation, and comment response. Permits were obtained from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for the first phase of campus improvements.
  - **Supplemental EIR for Stadium Expansion at San Bernardino Valley College.** Supplemental EIR for a revision to the Campus Master Plan to consider expansion of the planned campus stadium from 2,250 seats to 4,000 seats. In addition, a traffic assessment and air quality study were prepared for the project.
  - **Subsequent EIR for the Crafton Hills College Master Plan Update.** QA/QC for Subsequent EIR was prepared for the Crafton Hills College (CHC) Master Plan Update analyzed construction and operation of buildings including the Student Center, Occupational Education 2 Replacement, Physical Education/Athletics, and the Science Building. In addition, several structures would be renovated for modernization, energy efficiency and ADA compliance. Photovoltaic arrays were also included in the project.
  - **IS/MND for 4 New Buildings at San Bernardino Valley College.** An IS/MND was prepared for the construction of 4 new buildings and the demolition of 4 existing buildings on the San Bernardino Valley College (SBVC) campus. Because 2 of the buildings were over 50 years in age, a historic structures evaluation for eligibility to the California Register of Historical Resources was conducted.
  - **On-Call Cultural Resources Monitoring.** On an as-needed basis, ECORP provided archaeology monitoring, including coordination with the San Manuel Band of Mission Indians and the Native American monitor. Additional tasks included consultation with the County Coroner, supervision of laboratory analysis of recovered artifacts, consultation with faunal analysis expert, coordination with construction personnel, and attendance at construction pre-grade meetings.
  - **On-Call Biological Resources Monitoring.** On an as-needed basis, provided pre-construction raptor surveys and monitoring for construction projects.
  - **Bat Exclusion.** Demolition of a building on the SBVC campus was scheduled to occur during bat maternity season, and it was necessary to exclude all bats from the building prior to the onset of the season by the placement of netting with one-way flaps to allow egress from the building but prevent bats from re-entering.
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# Jesus “Freddie” Olmos

## Senior Environmental Scientist/Project Manager

Mr. Olmos' professional experience involves California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Negative Declarations (ISs/NDs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Supplemental EISs/EIRs, Environmental Assessments (EAs), and Findings of No Significant Impact (FONSI)s. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects.

**Proficient in oral and written Spanish.** Mr. Olmos is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

## Education

B.A., Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine

## Professional Experience

**On-Call Environmental Services for the San Bernardino Community College District – San Bernardino County – San Bernardino Community College District (2005-present).** Deputy Program Manager for On-Call Environmental Services for the San Bernardino Community College District. CEQA tasks provided under this on-call contract included:

- Program EIR for the San Bernardino Valley College Master Plan IS/MND for the Applied Technology Training Center (ATTC) Building
- Program EIR for the Crafton Hills College Master Plan
- Supplemental EIR for Stadium Expansion at San Bernardino Valley College
- Subsequent EIR for the Crafton Hills College Master Plan Update
- IS/MND for 4 New Buildings at San Bernardino Valley College
- On-Call Cultural Resources Monitoring
- On-Call Biological Resources Monitoring
- Bat Exclusion

**CEQA and Air Quality Peer Review Services for a 500,000 Square Foot Warehouse Located Within the Renaissance Specific Plan, Rialto – City of Rialto Development Services Department.** Project Manager and Lead Reviewer for peer review services provided for a CEQA IS prepared for a 500,000 square foot (SF) warehouse (Golden Bear Regional Food Distribution Center) located within the Renaissance Specific Plan in

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the City of Rialto. The IS was reviewed to determine if it was complete, legally adequate, unbiased, and an objective statement of the proposed project's environmental consequences. ECORP assisted the City in determining if the project impacts were addressed under the Renaissance Specific Plan Program EIR or if a new supplemental or focused EIR was required. In addition, the proposed project's consistency with the adopted Renaissance Specific Plan was evaluated and the Air Quality Technical Report was reviewed.

**CEQA, Air Quality, and Traffic Peer Review Services for the Proposed FedEx Ground Facility Expansion Located Within the Rialto Commerce Center (PPD No. 2235), Rialto – City of Rialto Development Services Department.** Project Manager and Lead Reviewer for peer review services provided for an IS/MND prepared for the proposed expansion of a FedEx Ground Facility. The proposed facility would be located within the Rialto Commerce Center for which an EIR was prepared. The proposed project consisted of a 307,062 SF main building, a 5,180 SF maintenance building, and a 1,889 SF security building.

**Puente Hills Landfill Park Master Plan Program EIR, Los Angeles County – Los Angeles County Department of Parks and Recreation as a subcontractor to Withers and Sandgren.** Project Manager. The County of Los Angeles Department of Parks and Recreation (DPR) proposed to develop a Master Plan for the Puente Hills Landfill "fill" areas and other suitable non-fill areas within the Los Angeles County Sanitation Districts' Puente Hills landfill property. The project would convert the former landfill to a recreational facility area consisting of park use, including but not limited to: multi-use trails, open space areas, interpretive features, and other amenities that would provide benefits to local and regional communities. The project area boundary included 1,365 acres, with project physical design occurring on approximately 142 acres. ECORP was involved in the public outreach meetings and offered Spanish-English bilingual services. The following supporting studies were also prepared: biological, cultural, agronomy, and regulatory permitting.

**CEQA Documentation and Supporting Technical Studies for the Canyon Inn Supplement to the River Wilderness Park Master Plan, Los Angeles County – Watershed Conservation Authority as a sub to Withers & Sandgren.** Project Manager for the Programmatic Initial Study/Mitigated Negative Declaration (IS/MND) and associated technical studies. The Watershed Conservation Authority (WCA) is proposing to complete the proposed objectives of the Canyon Inn Master Plan (Proposed Project) in three phases through 2028. Elements from Phase I, and all of the project components of Phases II and III, are known collectively as the Entry Improvements Projects and were analyzed at a Project level. These improvements include a roundabout, extension of the existing San Gabriel River Bike Trail, installation of utility lines, constructing park amenities, and realignment of Old San Gabriel Canyon Road. The remaining elements of Phase I: Bike Path Underpass, Western Bank, Point Bar, The Triangle, and Azusa Springs, though part of Phase I, would be constructed at a later date and were analyzed at a Program level. Project Manager for the biological and cultural resources studies, regulatory permitting, and the air, greenhouse gases, and traffic studies.

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# Roger Mason, Ph.D., RPA

## Cultural Resources Lead Reviewer

Dr. Mason, RPA, has 33 years of experience with Federal and State Laws, rules and regulations regarding cultural resources management in southern California. Dr. Mason is the author of over 200 reports dealing with cultural resource surveys, evaluations, and mitigation programs in southern California. He has a proven track record of managing cultural resources tasks for on-call environmental contracts for county public works departments and Caltrans. Dr. Mason has also prepared numerous cultural resources sections for CEQA documents and was a consultant for preparation of environmental documents for the California Energy Commission and the California High Speed Rail Authority. He has also completed survey, test, and data recovery programs in southern California. Several of these projects satisfied the requirements of both CEQA and Section 106 when 404 permits were required from the U.S. Army Corps of Engineers.

## Education

Ph.D., Anthropology (Archaeology), University of Texas at Austin

B.A., Anthropology, University of Washington

## Professional Affiliations and Certifications

- Registered Professional Archaeologist (RPA)
- Bureau of Land Management, California, Cultural Use Permit - Principal Investigator

## Professional Experience

**River Wilderness Park Entry Improvements Project, Azusa, Los Angeles County – Withers & Sandgren.** Cultural Resources Task Manager and report author for cultural resources records search and field survey of a 22-acre project area where park improvements will be made in the San Gabriel River canyon. Several minor building foundations were recorded and evaluated as not eligible for the CRHR.

**Puente Hills Regional Park Master Plan Project, Los Angeles County – Los Angeles County Department of Parks and Recreation.** Cultural Resources Task Manager and report author for cultural resources records search and field survey of a 115-acre project area where park improvements will be made at the closed Puente Hills Landfill. Contributed to the cultural resources section of the EIR.

**Emerald Necklace Trails Project, Los Angeles County – Withers & Sandgren.** As Cultural Resources Task Manager, conducted a cultural resources investigation for the construction of the Emerald Necklace Trails Project, Los Angeles County. The Emerald Necklace Project, when completed, will be a 17-mile interconnected network of bikeways, multi-use trails, parks, and greenways along the Rio Hondo and the San Gabriel River in Los Angeles County. The investigation was completed to assess whether cultural resources would be impacted as a result of the Project. The assessment was based on a records search conducted at the South Central Coastal Information Center, a study of historical maps, and the prehistoric, ethnographic, and historic context for the project area.

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**Crosswalk Upgrades Project, South Pasadena, Los Angeles County – City of South Pasadena.** Cultural Resources Task Manager and report author for studies required for a Caltrans local assistance project, a crosswalk lighting project for two intersections in the City of South Pasadena. The cultural resources services for this project consisted of all work necessary for Caltrans Section 106 studies and reports. These studies included an Area of Potential Effects (APE) Map, Archaeological Survey Report (ASR), Native American consultation, and an Historic Property Survey Report (HPSR).

**Whittier Narrows Equestrian Center Project, Los Angeles County – Withers and Sandgren/Los Angeles County Department of Parks.** Cultural resources task manager and report author for a cultural resources survey of an equestrian center along the San Gabriel River between South El Monte and Pico Rivera. New equestrian center facilities will be constructed by the County of Los Angeles Department of Parks and Recreation. A records search and field survey, documented in a technical report, showed that no cultural resources will be impacted by the project.

**I-405 and Wilmington Avenue Interchange Improvement Project, Carson, Los Angeles County – Parsons/City of Carson.** Principal Investigator and Report Author for cultural resources reports required by Caltrans for improvement of the interchange on Interstate 405 at Wilmington Avenue. A cultural resources survey and Native American consultation were documented in an Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR). No cultural resources were identified in the APE.

**On-Call Cultural Resources Services, Orange County – Orange County Public Works.** Project Manager for all cultural resources services provided to OC Public Works. The first task order was for monitoring the replacement of utility poles that supply power to Los Pinos Conservation Center (LPCC), a County probation department facility near Ortega Highway in the Santa Ana Mountains. The LPCC is in the Cleveland National Forest (CNF) and was built on prehistoric archaeological site that is eligible for the NRHP. An ARPA permit was issued by the CNF to ECORP to conduct the monitoring.

**Heritage Park Project, Redlands, San Bernardino County – City of Redlands.** Cultural Resources Task Manager and report co-author for a cultural resources survey of the property proposed for Heritage Park in Redlands. A historic-period house and dairy complex was recorded on the property. A historic-period school building that had been moved from elsewhere was also present on the property. Also, Cultural Resources Task Manager and report author for cultural resources monitoring.

**Avenue I Widening at 40th Street West Project, Lancaster, Los Angeles County – City of Lancaster.** Principal Investigator and Report Author for cultural resources reports for a Caltrans local assistance project to improve an intersection in Lancaster. A cultural resources survey and Native American consultation were documented in an Historic Property Survey Report (HPSR), and Archaeological Survey Report (ASR). An APE Map was also prepared.

**Avenue I Widening at 40th Street West Project, Lancaster, Los Angeles County – City of Lancaster.** Principal Investigator and Report Author for cultural resources reports for a Caltrans local assistance project to improve an intersection in Lancaster. A cultural resources survey and Native American consultation were documented in an Historic Property Survey Report (HPSR), and Archaeological Survey Report (ASR).

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# Scott Taylor

## Biological Resources Lead Reviewer

Mr. Taylor's career has included over 24 years of biological studies, natural resource management, and endangered species research for private and public sector projects. Within most of the local jurisdictions of southern California, he has conducted biological resources work for several of the endangered and threatened species that are commonly associated with public projects. In addition, he has conducted baseline biological studies of both the coastal California gnatcatcher and cactus wren for Natural Community Conservation Planning (NCCP) processes, worked on several parks and other public lands, and worked on private developments geographically ranging all over southern California from the desert to the mountains to the coast. His experience includes identifying and surveying for endangered/threatened species, biological and ecological surveys, aquatic services, and regulatory permitting. Mr. Taylor has managed and participated in numerous as-needed environmental planning projects, wherein he has provided technical support, advice, impact assessment analysis, and natural resource management services.

## Education

B.A., Biology, Point Loma Nazarene University, San Diego, California

## Professional Experience

**On-Call Environmental Services for the San Bernardino Community College District – San Bernardino and Yucaipa, California –San Bernardino Community College District.** Project biologist for the implementation of Master Plan projects at both of the SBCCD campuses: San Bernardino Valley College and Crafton Hills College. Implementation of the Master Plan involved long-term plans for improvements through the reconfiguration of utilities, demolition of old structures, construction of new buildings, construction of new sewer and water lines, rehabilitation of parking lots, construction of walkways consistent with American Disabilities Act, and other projects. Tasks included analysis of impacts to biological resources in CEQA documents and implementation of mitigation measures, including nesting bird surveys, bat surveys, gnatcatcher surveys, rare plant surveys, bat exclusion, wetland delineation and permitting, and construction monitoring. Projects by campus are listed below:

- Crafton Hills College: Fire Access Route, Science Building, PE Complex/ADA Walkway, Sewer Line, Photovoltaic Solar Array, Demolition of Library, Construction of Student Center, Demolition of OE2 Building
  - San Bernardino Valley College: Demolition of North Hall, Rehabilitation of Administration Building, Central Plant Project, Stadium Project, Construction of new North Hall Building
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**Palomar College, Vista, San Diego County.** Biologist. Conducted protocol surveys for the coastal California gnatcatcher and vegetation mapping. Wrote the CEQA biology document.

**Programmatic EIR for the Emerald Necklace Project, Arcadia, Irwindale, El Monte, South El Monte, and Whittier.** Lead Biologist. The Watershed Conservation Authority (WCA) which is a joint powers authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) proposed improvements to a 17-mile interconnected network of bikeways, multi-use trails, parks, greenways, and bridges along the Rio Hondo and San Gabriel River known as the Emerald Necklace. The regional recreational system of parks and trails includes the cities of Irwindale, Arcadia, Baldwin Park, El Monte, South El Monte, Whittier, Montebello, Monrovia, Rosemead, and the surrounding communities. The goal of the WCA was to construct 16 projects within the Emerald Necklace under its jurisdiction as identified in the 2005 Emerald Necklace Vision Plan. When complete, the Emerald Necklace would offer improved regional connectivity between the north and the south communities and provide education opportunities for the community through interpretative signage containing information about the rivers, their habitats and cultural heritage. A Programmatic EIR was prepared. Technical reports for biological and cultural resources were prepared in addition to air, greenhouse gases, noise, and traffic studies. Services also included public outreach efforts during scoping and stakeholder meetings. Notices were provided in bilingual Spanish-English and Spanish speaking staff were available during the public meetings. Regulatory permitting requirements were identified as part of the feasibility study phase of the project.

**CEQA Documentation and Supporting Technical Studies for the Canyon Inn Supplement to the River Wilderness Park Master Plan, Los Angeles County – Watershed Conservation Authority as a sub to Withers & Sandgren.** Biologist. ECORP prepared the Programmatic Initial Study/Mitigated Negative Declaration (IS/MND), associated technical studies and regulatory permit applications. The Watershed Conservation Authority (WCA) is proposing to complete the proposed objectives of the Canyon Inn Master Plan (Proposed Project) in three phases through 2028. Elements from Phase I, and all the project components of Phases II and III, are known collectively as the Entry Improvements Projects and were analyzed at a Project level. These improvements include a roundabout, extension of the existing San Gabriel River Bike Trail, installation of utility lines, constructing park amenities, and realignment of Old San Gabriel Canyon Road. The remaining elements of Phase I: Bike Path Underpass, Western Bank, Point Bar, The Triangle, and Azusa Springs, though part of Phase I, would be constructed at a later date and were analyzed at a Program level.

**Santa Ana Sucker Relocation and Blocking Effort, San Gabriel River, Los Angeles County – Los Angeles County Department of Public Works.** Assisted lead biologist in the relocation and blocking of Santa Ana sucker and other native fishes, including speckled dace, to upstream locations. Assisted Los Angeles Department of Public Works working under an emergency Section 7 consultation with US Fish and Wildlife Service to remove 5 million tons of sediments accumulated behind San Gabriel reservoir within designated critical habitat for Santa Ana sucker. Fish were captured and relocated using seine nets and backpack electroshockers from over 3,000 feet of river channel within the active construction area. The fish were blocked with a series of debris nets and seine nets, preventing their re-entry back into the sediment removal area.

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# Jeremy Adams

## Architectural Historian

Mr. Adams is an Architectural Historian and Assistant Cultural Resources Manager with six years' experience in preparing inventories, evaluations, and management strategies for cultural resources of the built environment. He holds a Master of Arts degree in History (Public History), a Bachelor of Arts degree in History, and he meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History. Mr. Adams serves as principal investigator for all architectural history components of projects and is well versed in the laws and regulations of Section 106 of the NHPA and CEQA. Mr. Adams has completed Caltrans HPSRs, HRERs, and multiple versions of Finding of Effect documents, and has evaluated numerous historic-age buildings and properties, as well as assisted lead agencies with SHPO consultation. He is a contributing author to several cultural resources technical reports and is the principal investigator and author for multiple architectural history evaluation reports.

## Education

M.A., History (Public History), California State University, Sacramento

B.A., History, California State University, Chico

## Registrations, Certifications, and Affiliations

- Member of the Society of Architectural Historians (SAH)

## Representative Professional Experience

**Vermont Corridor Development Plan, Los Angeles County – Los Angeles County Department of Public Works.** Architectural Historian responsible for the assessment of historic-age buildings located within the Vermont Corridor Development Plan area. The project first required an extensive constraints analysis which included some archival research, records search, review of local historical databases and resource lists, assessment of potential project impacts, and a letter report of the findings submitted to the County. The project required archival research, coordination with city and county agencies, and an assessment report submitted to the County.

**Cultural Resources Inventory and Evaluation Report for the Lincoln Avenue Widening Project from East Street to Evergreen Street, City of Anaheim, Orange County.** Architectural Historian responsible for the evaluation of historic-age structures on a 2,700-foot linear corridor along East Lincoln Avenue between East Street and Evergreen Street in the City of Anaheim, Orange County, California. A total of twenty-two properties were evaluated for the CRHR and an inventory and evaluation report was prepared. None of the properties were evaluated as eligible.

**SR-138 Northwest Corridor Improvement Project, Los Angeles County – Caltrans District 7.** Architectural Historian responsible for the inventory and evaluation of built environment properties along a 36.8 mile linear corridor along State Route 138 between Interstate 5 and State Route 14 in Los

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Angeles County. The project required a multi-day field inventory of every historic-age building and structure within the architectural APE for the project. Though the majority of the properties within the APE were exempt under the Caltrans SER, over 20 buildings and structures were inventoried and evaluated for the NRHP and CRHR in an Historical Resources Evaluation Report (HRER). After completion of the HRER, a Finding of Adverse Effect document was prepared following the Caltrans SER format and included a review of alternatives and an analysis of effects of the project on historic properties.

**SR-138 Palmdale Blvd Improvements Project, Palmdale, Los Angeles County – City of Palmdale.**

Architectural Historian for a Caltrans local assistance road improvement project on a segment of SR-138 (Palmdale Boulevard) in Palmdale. An Historical Resources Evaluation Report (HRER) was prepared which contained a historic context for Palmdale and described and evaluated commercial properties along Palmdale Boulevard for eligibility for the NRHP.

**Foothill Boulevard Improvement Project, Fontana, San Bernardino County – City of Fontana.**

Architectural Historian for a Caltrans Local Assistance road improvement project on a segment of Foothill Boulevard in Fontana. An Historical Resources Evaluation Report (HRER) was prepared which contained a historic context for Fontana and described and evaluated a segment of Historic Route 66. The segment of Historic Route 66 in the APE was found to be eligible for the NRHP.

**Dry Creek Greenway Project Historic Property Survey Report (HPSR) and Extended Phase 1 Project Management, Roseville, Placer County – City of Roseville.**

Architectural Historian responsible for overall project management and coordination for development and implementation of an Extended Phase 1 Proposal work plan for testing and excavation as part of the Dry Creek Greenway Caltrans local assistance project in support of the final Historic Property Survey Report (HPSR). Duties included coordination with Caltrans cultural resources staff, development of an Extended Phase 1 proposal, and management of archaeological staff executing the proposal.

**Section 106 Evaluation of the Former Community Center Building, Pico Rivera, Los Angeles County (2015).** Architectural Historian responsible for the inventory and evaluation of the community center managed by the City of Pico Rivera. The building, scheduled to be demolished with funding providing by a federal grant, was historic-age and required an inventory, extensive archival research, and a Section 106 evaluation report.

**Mercury Cleaners Project, Sacramento, Sacramento County – California Department of General Services, Real Estate Services Division (RESD).**

Architectural Historian responsible for the evaluation of the Mercury Cleaners property prior to initiation of a hazardous waste remediation project. Initial project activities included a site visit, archival research, records search, and evaluation of the building. The Mercury Cleaners was found eligible for the NRHP and CRHR. Also assisted RESD with SHPO consultation for state-owned buildings. Mitigation included HABS-like documentation of the building and neon sign, as well as monitoring during removal and rehabilitation of the neon sign to ensure that the Secretary of the Interior's Standards for Rehabilitation were followed for the project. The project also required management of a photographer subconsultant.

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***Professional Registrations***

Civil Engineer, California No. C22766

Geotechnical Engineer, California No. 144

***Education***

PhD Geotechnical Engineering,  
Duke University, Durham,  
North Carolina

MS Highway Engineering,  
Panjab University, Chandigarh,  
India

BS Geotechnical Engineering,  
Panjab University, Chandigarh,  
India

***Years of Experience:*** 40

**SUMMARY**

Dr. Bhushan has more than 40 years of diverse geotechnical experience which includes K-12 schools, community colleges, universities, hospitals, commercial, industrial and residential structures, airports, highway bridges, embankments, and transmission lines. Responsibilities consisted of complete geotechnical investigations and analyses including earthwork and site preparation, deep and shallow foundation bearing capacity and settlement, deep excavation and shoring, slope stability, seismicity, liquefaction, earthquake design, development of recommendations, report preparation, and construction supervision. Dr. Bhushan has provided in-depth geotechnical recommendations for projects for numerous cities and agencies throughout California. Dr. Bhushan was Senior Geotechnical Engineer for the geotechnical services provided during construction at Corona Del Mar High School and Costa Mesa High School. Other school district experience has included Los Angeles Unified School District, Long Beach Unified School District, and Santa Ana Unified School District.

**PROJECT EXPERIENCE**

**Newport Mesa Unified School District (NMUSD) Measure F School Facility Improvement Program, Orange County, California:** Senior Geotechnical Engineer for the geotechnical services provided during construction for the approved improvements at Corona Del Mar High School (CDMHS) and Costa Mesa High School (CMHS). Responsibilities include review of previous geotechnical reports, performing site investigations, geologic seismic evaluations, laboratory testing and construction phase geotechnical services and take over as geotechnical engineer of record and assume responsibility for the geotechnical phase of the project.

**Santa Ana Unified School District Facilities Planning Dept., Santa Ana, California:** Senior Geotechnical Engineer for a geotechnical investigation for the proposed Loren Griset Elementary School, four buildings situated on a 9.2-acre site. Dr. Bhushan reviewed existing boring data and conducted a field investigation. Although the District's original plan called for 20 borings, Group Delta proposed an alternative that called for only 10, cutting the project cost in half. Kul oversaw and coordinated drilling of 10 hollow-stem auger borings to depths of 6.5 to 101.57 feet, and laboratory testing on selected samples of the subsurface materials to develop their index, engineering, and corrosivity properties. He also performed engineering analyses to develop information and recommendations concerning site geological hazards; CBC 1998 seismic parameters, site grading, foundation bearing, lateral resistance and settlement, and prepared and signed a report for the District's Facilities Planning Department. Due to the nature of the site soils, the report recommended remedial grading below the proposed building pads.

**Los Angeles Unified School District, Los Angeles, California:** Dr. Bhushan provided QA/QC for all geotechnical/foundation reports and other work products in support of modernization, expansion and





repair of 12 schools. Eight of the projects involved planning and design of new facilities; three required geologic hazards analyses for siting of new schools. Technical aspects included drilling and sampling, field tests/classification, evaluation of soil types and engineering characteristics, investigation of soft and potentially liquefiable materials, evaluation of corrosion and expansion potential, observation of groundwater conditions, and evaluation of seismic conditions.

**Maxine Waters Employment Preparation Center, LAUSD, Los Angeles, California:** Dr. Bhushan directed geotechnical investigations for two buildings at the Maxine Waters Employment Preparation Center in Los Angeles for the LA Unified School district. The first report included an updated liquefaction analyses which eliminated the pile foundations recommended by another geotechnical firm. The project included three buildings. The investigation included drilling two borings and performing two cone penetration tests to 60 feet depth, laboratory testing, and analyses of seismic and geologic hazards and foundation recommendation. Group Delta performed liquefaction analyses and concluded that settlement due to liquefaction was less than ¼ inch and buildings could be supported on shallow foundations. Group Delta provided recommendations for site preparation, bearing capacity and settlement, soil corrosivity, and pavement design.

**Robert F. Kennedy Learning Center, Former Ambassador Hotel Site, Los Angeles, California:** Senior Geotechnical Engineer for the redevelopment of the original Ambassador Hotel / Coconut Grove site, located west of downtown Los Angeles. The 23.8-acre property was being graded to accommodate a \$318 million integrated campus to be named the Robert F. Kennedy Learning Center. The project was the most expensive facility built by the Los Angeles School District, and includes an 800-student K-5 School, 1000-student Middle School and a 1000-student High School. Group Delta developed design level recommendations to incorporate a 36 foot high soil nail wall into one of the building walls for the proposed multi story building structure. The soil nail wall was designed to retain the earth, and to be structurally separated from the building wall, in order to eliminate the large unbalanced seismic earth pressures on the building from a conventional retaining wall. The wall was designed to be stable with minimal movements for the Upper Bound Earthquake (975 year return period) with peak ground accelerations of 0.73g. This is the first school project under Division of State Architect (DSA) review that included incorporation of a soil nail wall into a building structure.

**Long Beach Unified School District Sites, Long Beach, California:** Senior Geotechnical Engineer for the geotechnical foundation reports for modernization, expansion of a District warehouse and several schools. Oversaw reports and other work products for expansion of a warehouse in downtown Long Beach, including recommendations concerning site seismic hazards, UBC 1997 seismic parameters, excavation and grading, settlements, and foundation design parameters. QC'd report for modernization/rehabilitation of Naples Elementary School, which included recommendations for lime subgrade treatment, geogrid systems, bituminous base courses, cement treated base courses and full depth pavement sections. Oversaw geotechnical investigation/report for expansion of James Monroe Elementary School (new classroom buildings), including recommendations concerning site seismic hazards, UBC 1997 seismic parameters, excavation and grading, settlements and foundation design parameters.





***Professional Registrations***

Geotechnical Engineer CA: 3089  
(2016)

Professional Engineer CA: 76195  
(2009)

***Education***

New Mexico State University,  
Geotechnical Engineering, MS, 2008  
University of Peradeniya, Sri Lanka,  
Civil Engineering, BS, 2002

***Years of Experience: 8***

**SUMMARY**

Sathis is a Senior Geotechnical Engineer at Group Delta with a diverse geotechnical experience. He also has more than 2 years of research experience in hydraulic conductivity. Project experience includes field investigations, drilling and logging soil samples, soil laboratory and field tests, soil classification, pavement design, shallow foundation design, deep foundation design, slope stability analysis, settlement analysis, seismic hazard analysis, liquefaction potential evaluation and lateral spreading. His responsibilities include coordinating field explorations, performing geotechnical engineering analysis and design, supervising and verifying designs performed by staff engineers, coordination with clients, report preparation and writing proposals.

**PROJECT EXPERIENCE**

**METRO Union/Patsaouras Plaza Busway Station Improvements Design-Build, Los Angeles, California:** The project consists of widening of the existing Caltrans Los Angeles River Busway Bridge and Overhead on both the north and south sides; new pedestrian overcrossing, elevators, stairs, and appurtenant facilities providing pedestrian access between the new station platform and the south end of Patsaouras Plaza and relatively minor roadway grading and construction. Sathis performed engineering analyses, prepared geotechnical reports and obtained Caltrans and Metro approval, and provided geotechnical design services as needed during project construction.

**Gerald Desmond Bridge, Port of Long Beach, California (2013-2014):** Sathis served as the geotechnical field engineer for logging borings and advancing CPT soundings. He also observed pile load testing and interpreted the results in the field. He compiled boring logs, CPT data and laboratory test results for preparing the final report.

**I-15 Express Lanes Design-Build Project, Riverside County Transportation Commission, California:** In cooperation with Caltrans, The Riverside County of Transportation proposed to complete continuous carpool/tolled express lanes along the I-15 median in Riverside County. Sathis reviewed and summarized existing data, managed field exploration and laboratory testing, performed engineering analyses, and provided recommendations.

**Lakeshore Towers Parking Structure, Irvine, California:** The proposed 8-story parking structure will connect the existing parking structure on the west side and be an at-grade structure with no basement. Sathis reviewed existing data, managed field exploration and laboratory testing, performed geotechnical engineering analyses, and prepared geotechnical reports.



**James Musick Jail Expansion – Phase I and II, Irvine, California:** Sathis served as Project Manager, coordinated and performed field explorations, performed engineering analyses including bearing capacity, settlement and seismic analyses. He also wrote the geotechnical report.

**Anaheim Regional Transportation Intermodal Center – ARTIC, Anaheim, California:** Sathis performed engineering analyses including pile design and seismic analyses for different components of the project including the Main Terminal Building, Concourse Bridge, and Douglass Road Bridge. He also participated in writing some of the geotechnical reports for the project.

**Central Park West, Irvine, California:** Group Delta provided geotechnical services for Lennar California Coastal Division's plan to build 120 on-grade 3-story townhomes on Central Park West (CPW) in Irvine. Sathis managed field exploration and laboratory testing and prepared a geotechnical report addressing the findings, conclusions and geotechnical recommendations for site grading, design of foundations, retaining walls, pavement, underground utilities and other surface improvements.

**River Place Residential Project Pavilion, Oceanside, California:** Group Delta provided preliminary geotechnical recommendations for the residential project at The Pavilion in Oceanside. The site is about 90 acres and located north of Expressway 76 and Mission Avenue, in Oceanside. The project consists of 613 units of both residential and commercial developments. Sathis managed field exploration and laboratory testing and prepared a geotechnical report addressing geologic and seismic hazards, seismic design parameters, foundation recommendations, site grading, excavation and recompaction, soil corrosivity, and pavement design.

**SRC Lion Refinery Project, Desktop Geotechnical Study, Singapore:** The site for Project Lion is located on Jurong Island in the Republic of Singapore. The main portion of the project process area will be located on reclaimed land. The project site is located west of the existing refinery in an area currently located in a bay. The site is to be filled and then turned over to the owner for construction after a waiting period of one year. Sathis reviewed existing data, managed field exploration and laboratory testing, performed geotechnical engineering analyses, and prepared a geotechnical report.

**Sterling Recharge Center, San Bernardino, California:** Group Delta provided the East Valley Water District with a report of the preliminary general subsurface conditions and seismic parameters, as well as the identification of potential liquefaction and other site hazards, for the proposed construction of a recharge center and waste water treatment facility. As a Project Manager, Sathis reviewed existing data, managed field exploration and laboratory testing, performed geotechnical engineering analyses, and prepared a geotechnical report.





## EDUCATION

University of California, Irvine: B.S., Civil Engineering with Specialization in Transportation Systems Engineering

## PROFESSIONAL REGISTRATION/CERTIFICATION

Registered Professional Traffic Engineer in the State of California, TR2663

Professional Transportation Planner, Certification No. 597

## PROFESSIONAL HISTORY

Kunzman Associates, Inc., Associate

Kunzman Associates, Inc., Senior Associate

Michael Baker International (RBF Consulting),  
Traffic Engineer/Transportation Planner

Kunzman Associates, Inc., Principal Associate,  
Manager of Traffic Engineering

## AFFILIATIONS

Institute of Transportation Engineers (ITE)  
- Southern California Section  
Past President  
Past Vice President  
Past Secretary/Treasurer  
Past Student Chapter Liaison Co-Chair

Orange County Traffic Engineering Council (OCTEC)

## OVERVIEW

Giancarlo Ganddini, T.E./P.T.P. has extensive experience in traffic engineering and transportation planning for public and private sector projects throughout Southern California. He has worked on over 100+ projects, with an emphasis on traffic impact studies for environmental documentation (CEQA). His many years of leadership involvement in the Institute of Transportation Engineers have enabled him to build relationships with peers and colleagues and remain well-informed of current best-practices and developing transportation trends. He has developed a strong technical competency of many traffic analysis methodologies and related computer applications.

Giancarlo possesses the technical knowledge of resources and software relevant to traffic engineering, including: Vistro, Traffix, HCS+, Synchro/SimTraffic, CompleteStreetsLOS, and Webster. He has applied a wide range of analysis methods to address both common and unique traffic issues such as intersection operations, trip generation studies, vehicle queuing, multi-modal circulation, site access, collision history (SWITRS), traffic calming, and parking demand management.

## HONORS AND AWARDS

- Young Transportation Engineer of the Year (2011-2012)  
Institute of Transportation Engineers - Southern California Section

## HIGHLIGHTS OF EXPERIENCE

Giancarlo has served as Project Manager on the following projects:

- **ArgoTech Project Peer Review** | City of Costa Mesa
- **Atlantic Gateway Peer Review** | City of Monterey Park
- **Excelaron Peer Review** | County of San Luis Obispo
- **Farmers Field Peer Review** | City of Los Angeles
- **Hilton Garden Inn Retail Addition Peer Review** | City of Fontana
- **Platinum Gateway Peer Review** | City of Anaheim
- **Gateway Corporate Center Peer Review** | City of San Jacinto
- **Serrano Business Park Peer Review** | County of Riverside
- **Site 14 Peer Review** | City of Yorba Linda



## EDUCATION

West Coast University, Los Angeles/San Diego:  
M.S., Environmental Management

California State University, San Diego: B.A.,  
Geography, Urban Planning and Transportation

## CERTIFICATIONS

Certified Environmental Impact Report Preparer

Certified Land Use Planner

## PROFESSIONAL HISTORY

Jones Engineers, Inc., Associate  
Edaw Environmental, Associate  
Albert A. Webb Associates, Associate  
Bonterra Consulting, Associate  
Chambers Group, Associate  
Kunzman Associates, Inc., Senior Associate

## AFFILIATIONS

Institute of Noise Control Engineering (INCE)

American Planning Association (APA)

Association of Environmental Professionals (AEP)

## OVERVIEW

Roma Stromberg has been actively involved in the arena of planning, development and environmental review for over twenty-five years. She has prepared noise studies throughout Southern California and western Nevada. Roma has also prepared and reviewed numerous air quality studies and is adept in the management and preparation of environmental compliance and planning documents. Her project management experience includes the preparation of proposals, project schedules, and management of staff and subcontractors.

Roma possesses the technical knowledge of resources and software relevant to acoustical and air quality analyses, including: Sound32, TNM, SoundPLAN, CalEEMod, and URBEMIS software. She has been involved in the preparation of environmental impact reports, environmental impact statements, mitigated negative declarations, environmental assessments, and focused studies. Her skills include project budgeting and scheduling, quality control, and project presentation: including planning and environmental recommendations at client and public hearings.

## HIGHLIGHTS OF EXPERIENCE

Roma has served as Project Manager on the following projects:

- 806 Gainsborough Drive Peer Review | City of Laguna Beach
- Adams Avenue Industrial Park Peer Review | City of Murrieta
- Central Park Business Complex Peer Review | City of Chino
- Gables on 66 Project Peer Review | City of Glendora
- Gene Autry Way (West) Project Peer Review | City of Anaheim
- Goerlitz Residence Peer Review | City of Laguna Beach
- Jones Residence Project Peer Review | City of Riverside
- Moreno Valley Equestrian Park Peer Review | City of Moreno Valley
- Temecula Hotel Interior Peer Review | City of Temecula
- Tentative Tract Map No. 36561 Peer Review | City of La Quinta
- Tommie Hotel Peer Review | City of Los Angeles



## EDUCATION

University of California, Riverside Extension: Air Quality Permitting and Enforcement Class

University of California Riverside: M.S., Environmental Toxicology

California State University, San Bernardino: B.S., Biology with a minor in Criminal Justice

Antelope Valley College, Lancaster: A.S. in Biology and A.A. in Liberal Arts

## PROFESSIONAL HISTORY

University of Riverside, Air Pollution Research Center, Graduate Research Assistant

Albert A. Webb Associates, Environmental Analyst

FirstCarbon Solutions - Michael Brandman Associates, Project Manager

California State University, San Bernardino, Chemistry Lecturer

Kunzman Associates, Inc., Senior Associate

## AFFILIATIONS

Association of Environmental Professionals (AEP)  
Past Board of Directors

American Chemical Society (ACS)

## OVERVIEW

Katie Wilson has developed air quality, noise, and health risk assessments, including: emissions inventories, greenhouse gas/climate change analyses, and air dispersion modeling (AERMOD/ISCST3) for assessing compliance with ambient air quality standards and significance thresholds. She has performed quality control/quality assurance review of environmental technical reports (biological assessments, jurisdictional delineations, air quality, noise impact, greenhouse gas, and health risk assessments) and conducted presentations to familiarize personnel with the basics of CEQA and NEPA and provide information on CEQA legislative updates.

Katie possesses the technical knowledge of resources and software, including: CalEEMod, URBEMIS, EMFAC, CALINE, the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108) and RCNM. Her experience includes coordination of in-house staff, sub-consultants and client liaison. Her experience ranges from training junior level staff in the areas of air quality/noise analyses to representation as a technical expert at both client meetings and public presentations throughout Southern California.

## HIGHLIGHTS OF EXPERIENCE

Katie has worked as Project Manager on the following project:

### ■ U.S. Dept. of Veteran Affairs Loma Linda Health Care Clinic

The scope of work completed for the air quality/greenhouse gas impact analysis third party review of the project included (1) obtaining a copy of the latest air quality/greenhouse gas impact analysis; (2) reviewing the analysis methodology, approach and assumptions to ensure that the technical analysis is adequate for use in the MND, meets the requirements of the SCAQMD, and is in accordance with CEQA and Federal Clean Air Act Conformity Analysis; (3) reviewing the project description, project assumptions and project data to ensure that the air quality and greenhouse gas analysis is based on a project that is substantially consistent with that presented to the City for review; (4) reviewing the project data and site conditions to ensure that the baseline data used in the air quality and greenhouse gas are essentially unchanged since the time the study was completed and provide confirmation that no change in site conditions is anticipated or updates required; (5) including a written summary of project mitigation measures that should be carried forward into the MND; and (6) preparing a peer review technical memorandum that will summarize the results of the previous work tasks.

# **ATTACHMENT 2**

Agreement for Professional Services

(Executed June 5<sup>th</sup>, 2017)



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of June 5, 2017, between the City of Walnut, a municipal corporation ("CITY") and ECORP Consulting, Inc., 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 immediately upon execution by the parties and shall remain and continue in effect until the services and related work described herein are completed, in accordance with CONSULTANT's Proposal (Exhibit E), but in no event later than June 30, 2018 unless sooner terminated pursuant to the provisions of this AGREEMENT.

### 2. SERVICES

CONSULTANT shall perform the services described and set forth in Exhibit A. CONSULTANT shall perform such services and complete the tasks to be performed at the time, place, and in the manner specified in this AGREEMENT, subject to the direction of the CITY's City Attorney Barbara Leibold or other designated representative that CITY may provide from time to time. CONSULTANT shall complete the services according to the Schedule of Performance which is set forth in Exhibit B. Any change in the services to be provided or tasks to be performed shall be set forth in a written amendment approved by the City Manager and physically attached to this AGREEMENT.

The services as provided herein are for the purposes of aiding the Office of the City Attorney in matters involving pre-litigation and litigation in which the CITY is or may be a litigant. Accordingly, all correspondence, communications, reports and all other materials shall be transmitted or otherwise provided by CONSULTANT solely and exclusively to the Office of the City Attorney as follows:

Barbara Leibold, City Attorney  
c/o Leibold McClendon & Mann  
9841 Irvine Center Drive, Suite 230  
Irvine, California 92618  
[barbara@ceqa.com](mailto:barbara@ceqa.com)  
949-585-6300

### 3. PERFORMANCE

(a) Time is of the essence in the performance of this AGREEMENT. The time for completion of the services and related work to be performed by CONSULTANT is an essential condition of this AGREEMENT.



(b) CONSULTANT shall at all times faithfully, competently and to the best of his/her/its ability, experience, and talent, perform all services and related work contemplated pursuant to this AGREEMENT consistent with CONSULTANT's Proposal (Exhibit E). CONSULTANT shall employ, at a minimum, generally accepted industry standards and practices utilized by persons engaged in providing same or similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

#### 4. CITY MANAGEMENT

CITY's City Attorney Barbara Leibold shall be the CITY's designated representative 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 Manager shall be authorized to act on CITY's behalf and to execute all necessary documents to change the services to be provided or the tasks to be performed or change CONSULTANT's compensation, subject to Section 5 hereof.

#### 5. PAYMENT

(a) The CITY agrees to pay CONSULTANT in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, provided, however, that CITY has initially authorized an amount that shall not exceed Thirty Thousand Dollars (\$30,000) until such time as the City Council for the CITY authorizes any additional amounts, which notification of such authorization shall be made in writing delivered to CONSULTANT and the maximum authorization shall be stated therein.

(b) CONSULTANT shall not be compensated for any non-contemplated services rendered in connection with its performance of this AGREEMENT unless such additional services are authorized in advance and in writing by CITY. CONSULTANT shall only be compensated for any additional services in the amounts and in the manner as agreed to by CITY and CONSULTANT.

(c) CONSULTANT will submit invoices for actual services performed. 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 or as tasks are completed as specified in the CONSULTANT'S Proposal (Exhibit E). Notwithstanding any provision of CONSULTANT'S Proposal (Exhibit E) to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. 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 CONSULTANT'S fees it shall give written notice to CONSULTANT within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment by CITY under this AGREEMENT shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

(d) CONSULTANT agrees to notify CITY of business status change and agrees to submit a new W-9 form within (3) business days. CONSULTANT also agrees to notify CITY

representative, as per Section 13 of this AGREEMENT, of changes to contact and billing address or phone number.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(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.

(b) In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the agreed work performed up to the time of termination. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to 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 there from 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, designs, drawings, maps, models, computer files, surveys, 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.

(c) All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, and any written information either created by or provided to CONSULTANT in connection with the performance of this AGREEMENT shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the services under this AGREEMENT. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential.

CONSULTANT shall not use CITY's name or insignia, photographs relating to project for which CONSULTANT's services are rendered, or any publicity pertaining to the CONSULTANT's services under this AGREEMENT in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

(d) CITY shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of CONSULTANT shall be immediately referred to CITY, without any other actions by CONSULTANT.

## 8. 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 sub-consultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, the CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit D without the written consent of the CONSULTANT. CONSULTANT shall not be liable to any third parties for any liability exempted by statute.

(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 attorneys' 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 sub-consultants of CONSULTANT. CONSULTANT shall not be liable to third parties for any liability exempted by statute.

(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 sub-consultant or any 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.

9. INSURANCE

CONSULTANT shall maintain, prior to the beginning of and for the duration of this AGREEMENT, insurance coverage as specified in Exhibit F attached hereto and incorporated as part of this AGREEMENT. By executing this AGREEMENT, CONSULTANT confirms that he/she/it has reviewed and approved the requirements of Exhibit F.

10. 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. 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 whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT or any of its employees, agents, and subcontractors providing services 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 benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

(c) In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

11. INTERESTS OF CONSULTANT

CONSULTANT (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this AGREEMENT or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this AGREEMENT.

CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any City official, other than normal agreement monitoring; and

(b) possesses no authority with respect to any CITY decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep 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 service 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. 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:                      City of Walnut  
   Attention: City Clerk  
   21201 La Puente Road  
   P.O. Box 682  
   Walnut, CA 91789

To CONSULTANT: ECORP Consulting, Inc.  
   Attention: Brant A. Brechbiel  
   1810 Park Court Place, Bldg. B, Suite 103  
   Santa Ana, CA 92701

14. 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 CONSULTANT shall perform the services described in this AGREEMENT.

15. 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.

16. 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 superior or federal district court with jurisdiction over the CITY.

17. MEDIATION

The parties agree to make a good faith attempt to resolve any disputes arising out of this AGREEMENT through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

18. LITIGATION EXPENSES AND ATTORNEYS' FEES

If either party to this AGREEMENT commences any legal action against the other party arising out of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. INCORPORATION OF EXHIBITS; CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

The parties agree that the Exhibits attached hereto are a part of this AGREEMENT and are hereby incorporated by reference herein as though set forth in full. CONSULTANT is bound by the contents of CITY's Request for Proposal, (Exhibit D), and the contents of the proposal submitted by the CONSULTANT'S Proposal, (Exhibit E) hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals.

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. Any amendments to this AGREEMENT must be in a writing of equal dignity.

21. AMENDMENTS

This AGREEMENT may be modified or amended only by a written document executed by both CONSULTANT and CITY and approved as to form by the City Attorney.

22. SEVERABILITY

If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

23. 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.

This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. Facsimile and transmitted signatures indicating concurrence shall be binding as original signatures.


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

CITY OF WALNUT

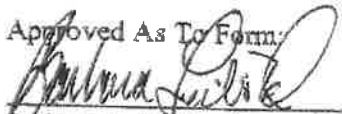
  
By: Rob Wishner, City Manager

Date: 6/5/17

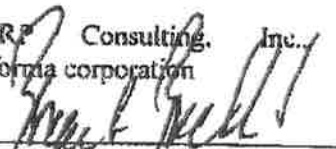
Attest:

  
Teresa de Dios, City Clerk

Approved As To Form:

  
Barbara Leibold, City Attorney

ECORP Consulting, Inc. a  
California corporation

  
By: Brant Brechbiel  
Date: 6/5/17  
Its: Vice President, CCO





## EXHIBIT A

### SERVICES TO BE PERFORMED

REFER TO EXHIBIT E - PROPOSAL DATED MAY 18, 2017

Specific tasks under the initial City authorization will be performed on a time and materials not-to-exceed basis. Initial tasks are expected include to include:

- Task 1 – Peer Review of Technical Studies (Phase 1B PEP)
- Task 3 – Review of Draft Subsequent Project EIR -- PEP (Phase 3B PEP)
- Task 5 – Meetings (up to 8 hours of senior staff time @ \$200)

**EXHIBIT B**

SCHEDULE OF PERFORMANCE

REFER TO EXHIBIT E - PROPOSAL DATED MAY 18, 2017

**EXHIBIT C**

PAYMENT SCHEDULE

REFER TO EXHIBIT E - PROPOSAL DATED MAY 18, 2017

**EXHIBIT D**

REQUEST FOR PROPOSAL

REFER TO ATTACHED PROPOSAL DATED MAY 18, 2017

**EXHIBIT E**

PROPOSAL SUBMITTED BY CONSULTANT

REFER TO EXHIBIT E - PROPOSAL DATED MAY 18, 2017

## EXHIBIT F

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to CITY.

*[Note: Minimum limit for each coverage may be verified with Risk Manager]*

Insurance Requirements. Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' rating of A or higher and Financial Size Category Class VII or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. General Liability: Insurance Services Office form CG 00 01.
  - b. Automobile Liability: Insurance Services Office form number CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles.
  - c. Professional Liability: Errors and omissions liability insurance appropriate to the CONSULTANT's Services to be performed in connection with this AGREEMENT.
  - d. Workers' Compensation: Insurance as required by Section 3700 of the Labor Code of State of California, and Employer's Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.
2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

- a. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
  - b. Automobile Liability: \$1,000,000 combined single limit for each accident.
  - c. Professional Liability (Errors & Omissions): \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this AGREEMENT.
  - d. Workers' Compensation and Employer's Liability: Statutory Limits for Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 policy limit.
3. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies.
    - i. Proof of Insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
    - ii. Duration of Coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or sub-consultants.
    - iii. CITY's Rights of Enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

- iv. Enforcement of Agreement Provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- v. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, waiver of any coverage normally provided by insurance or to fulfill the indemnification provisions and requirements of this AGREEMENT. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- vi. Notice of cancellation. Each insurance policy required by this Exhibit "F" shall be endorsed and state the coverage shall not be cancelled by the insurance agent, broker, or either party to this AGREEMENT. CONSULTANT agrees to provide CITY with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.
- vii. Agency's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.
- viii. Self-insured retentions. Any deductibles or self-insured retention must be declared to and approved by CITY. CITY reserves the right to require that self- insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these specifications unless approved by CITY.
- ix. Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
- x. Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of work.



- b. General Liability and Excess Liability Coverage.
  - i. Additional insured status. Policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Workers' Compensation and Employer's Liability Coverage.
  - i. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.