

JUN 22 2022

12:00 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 28, 2022**Originating Department: **Community Development**

Department Director: _____


Meredith T. Elguira

Interim City Manager: _____


Chris Jeffers

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS WITH SELECTED FIRMS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES

PURPOSE: To award three separate professional services agreements ("Agreements") for on-call environmental consulting services to support the City with environmental reviews of future development projects including, but not limited to, general plan amendments, code amendments, rezoning, tentative subdivision maps, conditional use permits, design reviews and specific plans.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Agreements with the following firms, each for a two-year term with an option to extend each Agreement for two additional years, per Agreement:
 1. De Novo Planning Group
 2. EcoTierra Consulting
 3. Kimley-Horn; and
- b. Authorizing the Director of Community Development to execute the Agreements in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact from the establishment of this list, as this list of consultants does not authorize any scope of work. All work authorized would be project specific and would be the responsibility of applicants and related submittals thus, no cost to the City as 100% of the costs are covered by the applicant needing the specific scope of work to be performed.

ANALYSIS: The City has changed the process for undertaking environmental studies and other special studies associated with specific development applications. Previously, applicants undertook the primary studies with their consultants and the City had the reports peer reviewed for reasonableness. This is a legally acceptable format, however, to ensure the community interests are fully considered and that there is an independence to the analysis undertaken, all initial studies are being performed through qualified consultants hired by the City and thus we are the clients rather than the applicant. All costs for the technical studies are fully paid through deposits required of the applicant at the time they submit development applications.

To assist in developing a pre-screened pool of qualified consultants to be able to respond in a timely manner to submitted applications, the Planning Division released a Request for Proposals in May 2022, for which staff received ten responses from Environmental consulting firms. Staff reviewed the responses based on their qualifications including clarity of response, relevant experience, and qualifications of the firms' staff. After interviewing five of the ten consulting firms, staff determined that the following three of the ten proposals meet the requested qualifications for environmental consulting:

1. De Novo Planning Group
2. EcoTierra Consulting
3. Kimley-Horn

All costs incurred by engaging any of these firms are fully paid by the developer through required deposits provided at the time they submit their development applications. In addition, under the adopted schedule of fees, staff time in overseeing the work of the consultants is also recouped through these deposits.

ATTACHMENTS: A. Proposed Agreement (De Novo Planning Group)
B. Proposed Agreement (EcoTierra Consulting)
C. Proposed Agreement (Kimley-Horn)
D. Request for Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ON-CALL
ENVIRONMENTAL CONSULTING SERVICES BETWEEN THE CITY
OF SOUTH GATE AND DE NOVO PLANNING GROUP**

This Agreement for Professional Services for On-Call Environmental Consulting Services ("Agreement") is made and entered into on June 28, 2022, by and between the City of South Gate, a municipal corporation ("City"), and De Novo Planning Group, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Environmental Consulting Services; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Fifty Thousand (\$150,000.00)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2** Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of June 28, 2022, and will remain in effect for a period of two years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Community Development Director ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age.

Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.4.2** The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

- 6.5 Insurance.** Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

- 6.5.1** Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

- 6.5.2** Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - 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 CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS 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.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3. The article and section, captions and headings herein have been inserted for

convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this

Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Meredith Elguira, Director of Comm Development
8650 California Avenue
South Gate, CA 90280
Email : melguira@sogate.org
TEL: (323) 563-9529

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email : yglaze@sogate.org
TEL: (323)563-9573

TO CONSULTANT:

Starla Barker, AICP
Principal Planner
De Novo Planning Group
180 East Main St #108
Tustin, CA 92780
sbarker@denovoplanning.com
(949) 396-8193

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. EFFECTIVE DATE. The effective date of this Agreement is June 28, 2022, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

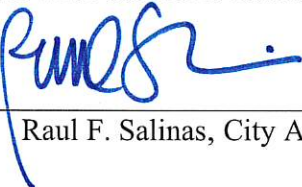
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

DE NOVO PLANNING GROUP:

By: _____
Starla Barker, AICP

Dated: _____

EXHIBIT A

City of South Gate On-Call Environmental Consulting Services

2. WORK PLAN

A. METHODOLOGY: *Provide the Methodology/Approach proposed for the work as defined in the Scope of Work.*

Approach

De Novo is committed to providing the City with exceptional technical analysis and environmental review services. Our team will prepare technical analyses and write comprehensive and legally-defensible CEQA documents in compliance with all applicable federal, state, regional, and local legislation and requirements. Our team understands that as Lead Agency, the City of South Gate is responsible for preparing and approving environmental documents. De Novo will work side-by-side with City staff and provide principal-level attention to ensure the entire review process is conducted in a comprehensive manner and will consider recent legislation and reviewing agency requirements. Our approach outlines a collaborative process for preparation of sound environmental compliance documentation. De Novo prides itself on crafting a project-specific technical approach for each project it pursues. However, below is a summary of key considerations we apply in our approach to every project:

- Compliance with State legislation
- Close coordination with stakeholder, resource, and responsible agencies
- Principal attention to every aspect of the project
- Dedicated Principal (Account Manager), Project Manager and Co-Project Manager
- Strict Adherence to Schedule and Budget
- Quality Assurance and Quality Control

Compliance with State Legislation

The De Novo team is well-versed in the CEQA Statute (Public Resources Code Section 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The firm's Principals regularly lecture on CEQA and have been asked to prepare and provide expert testimony on complex environmental topics on projects throughout California. The firm maintains a keen understanding of future legislation which has the potential to impact CEQA and environmental documents.

Close Coordination with Stakeholder, Resource, and Responsible Agencies

Given our experience in preparing environmental documents, we understand the strong need for early and on-going coordination with stakeholders and resource agencies as well as other agencies that regulate and/or permit activities within the City. Coordination with applicants/developers, neighborhood and civic groups may also be needed during the project. Our team will consult all relevant resource and regulatory agencies as part of any project, as well as during the Notice of Preparation review and during the preparation of the draft documents. Consultations assure that the agencies have considered the project and have provided input to the analysis and mitigation measures presented in the document.

Principal Attention to Every Aspect of the Project

We do not identify principal staff in our proposal, then hand your project out to junior staff members to complete for our review. Rather, our Principal staff identified in this proposal as the Project Manager and Co-Project Managers will work on every aspect of each project undertaken for the City and will write and

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review each document we provide to the City. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout each project.

Quality Assurance and Quality Control

Coordinating closely with South Gate staff, De Novo's management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our environmental documents by a Principal Planner and Technical Editor.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project, as described in the project description and analyzed throughout the document, are correct. The second stage of review consists of a comprehensive, detailed review of the document by an individual knowledgeable about CEQA, other applicable laws, and applicable court cases. This review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document.

Clear Communication with City of South Gate Staff

De Novo understands that the environmental document preparation process will require extensive coordination and communication with City of South Gate staff, as well as the responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and local planning experience.

Our team serves as an extension of City staff to ensure the projects are delivered in a timely manner. Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach of a Project Manager and Principal of the firm serving as a Co-Project Manager, ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints. Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward.

Scope Of Work

The De Novo team has provided CEQA documentation and environmental technical studies for a diverse range of development projects, as well as regulatory/policy documents, such as General Plans and zoning ordinances. We are proud of our history of working with local agencies on an on-call basis. We will work with the City to prepare a detailed and accurate scope of work tailored for the project being proposed at

that time. Our scope of work will identify the specific tasks the De Novo team will undertake from project initiation to project closeout. The work program, including technical studies and level of analysis, will vary depending upon a project's location and characteristics. All technical studies and environmental documents will be completed in accordance with the adopted CEQA Guidelines and the City of South Gate's environmental review process.

Typical on-call contracts follow a standard protocol to assess project requirements, including but not necessarily limited to project initiation/kick-off; data review and research; project description; and technical studies and environmental analysis. Working with the City as an extension of staff, De Novo will be responsible for preparation of draft and final environmental documents, including all supporting documentation such as the Notice of Preparation, Initial Study, Notice of Intent to Adopt, Notice of Availability, Response to Comments, Findings and Facts, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Notice of Determination. We will circulate environmental documents for public review and participate in community meetings and public hearings, as needed.

Deliverables are anticipated to include electronic Word and PDF files for each Administrative Draft and Review Draft document. Electronic copies of the kick-off meeting agenda and minutes, draft project description, schedule, and required notices will also be provided. We will coordinate with the City on any needed hard copies. De Novo will be responsible for submitting the Public Review Draft documents and notices to the State Clearinghouse through the CEQA Submit portal and filing CEQA notices with the County.

De Novo's project management team has a long history of working with local agencies on an on-call basis. Our staff can mobilize quickly and efficiently, meeting project schedules while ensuring our environmental documents are accurate, legally defensible, and cost-effective. We understand the environmental review may be in the form of a variety of documents. We have provided the following conceptual work programs for preparation of an Environmental Impact Report and Initial Study/Mitigated Negative Declaration. Regardless of the environmental compliance document needed, the De Novo team will serve as an extension of City staff in all aspects of the environmental review process.

Technical studies can be prepared as stand-alone studies, but often are prepared to support an environmental document, including, but not limited to, an Initial Study, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report (Project, Program, Supplemental, Addendum, etc.). The De Novo team has the experience and capacity to prepare the technical studies and analysis typically required for any project. The approach to preparation of technical studies and environmental review documents is described in detail below.

Conceptual Work Program – Environmental Impact Report

The following is a typical scope of work for preparation of an Environmental Impact Report. All technical studies and environmental documents will be completed by the De Novo team in accordance with the adopted CEQA Guidelines. The work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Upon receipt of future RFPs from the City, we will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF MEETING

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

1.2 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines.

The Administrative Draft Initial Study will be provided to the City for review. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review. De Novo will also prepare the Notice of Preparation (NOP) for review by City staff. Upon acceptance by the City, De Novo will finalize the Initial Study/Notice of Preparation for public distribution.

1.3 SCOPING MEETING

A public scoping meeting is anticipated to occur during the NOP public review period. De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR by De Novo. Although the format of the meeting may vary, typically it is a presentation, open house, or hybrid approach. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

2.0 ADMINISTRATIVE DRAFT EIR

2.1 EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures.

2.2 INTRODUCTION AND PURPOSE

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

2.3 PROJECT DESCRIPTION

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the project location and environmental setting, project characteristics (construction and operation), project objectives, phasing, discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the Applicant, will also be graphically

depicted and referenced. De Novo will submit the Project Description to the City for review and approval prior to initiating technical analysis.

2.4 THRESHOLDS OF SIGNIFICANCE

Within each environmental topic subsection, a comprehensive description of the thresholds of significance for the environmental analysis will be described. The significance threshold criteria will provide the basis for conclusions of significance.

2.5 CUMULATIVE PROJECTS/ANALYSIS

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region, determined in coordination with the City. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures, if applicable.

2.6 ENVIRONMENTAL ANALYSIS

The Draft EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Environmental Analysis section will address each environmental topical area determined to have the potential to result in a significant impact. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be considered. The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational environmental impacts associated with the project, and their associated levels of significance. For each environmental topical area, the impact analysis subsection will begin with a list of all thresholds contained in CEQA Guidelines Appendix G and the thresholds for significance shall be identified for every environmental issue. For each environmental issue requiring analysis, the EIR will state the level of significance, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation.

The environmental factors and typical scope of analysis is provided below. De Novo will tailor the scope of the analysis based upon project-specific characteristics and environmental conditions.

A. Aesthetics

The existing aesthetic environment, including any scenic vistas or scenic resources will be identified. Photographs will be used to illustrate the visual character of a site and surrounding area. The analysis of construction activities will focus on the potential for sensitive uses to be impacted as a result of visible construction activities, including staging areas and construction vehicles. Potential visual impacts to scenic vistas and the potential for a project to result in substantial damage to scenic resources within a state scenic highway will be identified. If a project site is in a non-urbanized area, the potential for the project to substantially degrade the existing visual character or quality of public views of a site and its surroundings will be analyzed. The analysis will consider the proposed land use(s), overall design, including building form, mass, and height, and potential building materials as compared to the surrounding area. If a site is located within an urbanized area, the potential for a project to conflict with applicable zoning and other regulations governing scenic quality will be reviewed and analyzed.

In the event the project warrants preparation of visual simulations, De Novo's in-house urban designers will prepare visual simulations using specific building designs provided to us by the project architect/engineer. The visual simulations would be created using state-of-the-art equipment including

GPS georeferencing, ACAD, 3D modeling software, and the Adobe Suite. We will provide visual simulations from public vantage points to be determined in coordination with City staff. The intent of the visual simulations is to provide a photo-realistic representation of what the site would look like under a before and after scenario from each vantage point.

The potential for a project to create a new source of substantial light or glare to the area will also be addressed. The existing environment as it pertains to light and glare will be identified. The analysis will discuss the potential for a project to impact sensitive uses from new light sources such as interior and exterior lighting, security lighting, parking lot lighting, and vehicle headlights associated with the development. Potential building materials and their ability to create glare which could adversely affect daytime views will also be considered.

Depending upon the location and nature of the project, a shade and shadow analysis may be conducted. De Novo can create shadow diagrams overlaid on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

B. Agriculture and Forestry Resources

Per the California Department of Conservation's Important Farmland Finder, the City is primarily identified as Urban and Built-Up Land and there is limited land identified as Unique Farmland. The analysis would document whether the specific site contains or is zoned for agricultural use and document any potential to impact agricultural resources. There are no forest land, timberland, or timberland zoned Timberland Production sites within the City of South Gate. The analysis in this section would document that timber resources do not occur within the City.

C. Air Quality

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for the project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and Federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed project's construction and operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors. The section will include the methodology for calculating emissions, an analysis of the proposed project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

An assessment of toxic air contaminants (TAC) impacts (i.e., a Health Risk Assessment [HRA]) may be warranted depending on the potency, toxicity, quantity of emissions, and proximity of TACs to sensitive receptors such as hospitals, daycare centers, schools, work sites, and residences. De Novo's in-house air quality specialists will prepare an HRA, including an exposure assessment and risk calculations. The exposure assessment includes estimating the emission rates of TACs and running an air dispersion model to calculate the concentration of TACs at each location in the modeling domain. We will calculate the residential (70 year) cancer, workplace cancer, and non-cancer (i.e. acute and chronic) health risks using the HARP Air Dispersion Modeling & Risk Tool (ADMRT). The resulting cancer and non-cancer risks will be plotted on the base map. Both the quantitative and visual results of the analysis will be incorporated into the HRA and summarized.

D. Biological Resources

Depending upon the location and nature of the project site, De Novo's in-house biologists will prepare a biological resources assessment for the project. The California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California will be used to conduct record searches of sensitive biological resources known to occur on and within the general vicinity of the project site. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs, as appropriate, to define the habitat requirements for sensitive species potentially occurring on-site. Topographic maps, soil surveys, flood maps, hydrology/climate information, and watershed data will also be reviewed.

A site visit will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present on-site, will be documented. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for their ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project.

Following completion of background research and field surveys, De Novo would summarize the results of these studies in a Biological Resources Assessment report. The report would identify the existing biological resources, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The report would also outline any future biological surveys, protected species consultations, and/or other anticipated regulatory agency requirements to obtain project approvals and/or environmental permits.

E. Cultural Resources

The analysis will address the potential for a project to cause a substantial adverse change in the significance of a historical, archaeological, or paleontological resource (although addressed here, paleontological resources will be discussed in Geology/Soils). Additionally, the potential for a project to disturb human remains will be discussed.

De Novo teams with experts specializing in cultural resources to prepare the technical analysis to support the environmental document. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing archaeological and paleontological resources include the following:

Cultural and Paleontological Resources Records Search. A records search for cultural resources within a 0.5-mile radius of the project area will be conducted. A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Local historical societies will be contacted. A Sacred Lands File search from the NAHC will also be requested. Project information letters will be sent to those individuals or entities provided by the NAHC that have not already been contacted through AB 52 consultation. A records search for paleontological resources will be requested and research to develop brief contexts for cultural and paleontological resources will be conducted.

Cultural Resources Survey. A cultural resources specialist will conduct a pedestrian survey of the proposed project site. The cultural resources specialist will inspect the project site for evidence of cultural resources that may be impacted by the proposed project. The survey will be conducted using transects spaced no greater than 10 meters apart with accuracy maintained by a hand-held GPS unit. Photographs will be taken of the project site and adjacent properties.

Cultural and Paleontological Resources Assessment Report. A cultural and paleontological resources assessment report will be prepared. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts.

If necessary, a determination of if any properties on a project site qualify as historical resources as defined by CEQA will be prepared. Historical resources in the vicinity of a project site will be identified and described, and the potential direct and indirect impacts the project may have on the identified historical resources will be assessed.

Records Search. A records search will be conducted to determine if the subject properties are currently listed under national, state, or local landmark or historic district programs or previously evaluated as eligible for listing in a historic resources survey of an area. The National Register of Historic Places, California Register of Historic Places, and local register (if applicable) will also be consulted to identify designated and previously surveyed historical resources in the vicinity.

Field Survey. A field survey will be conducted of the vicinity to photograph designated and previously surveyed historical resources. The physical integrity of buildings within the project site will be documented.

Research. General research will be conducted to determine the context(s) in which the subject properties should be evaluated. Property specific research will be conducted to determine the potential significance of the associated individuals such as owners, residents, builders, and architects.

Draft Report. The Historical Resources Technical Report will identify the criteria for determining historic significance and integrity under national, state, and local landmark and historic district programs; provide a brief history and description of each property and buildings; and evaluate each property for listing under national, state, and local landmark and historic district programs according to National Park Service, California Office of Historic Preservation, and local (if applicable) criteria. A summary of the designated and previously surveyed historical resources in the vicinity will be provided and the impact the project may have on the identified historical resources will be analyzed. If the project will have an impact on historical resources, the De Novo team will work with the City/Applicant to modify the project to avoid such an impact. Mitigation measures will be recommended, if necessary.

F. Energy

This section will identify the energy demand associated with the project and identify whether there is a potential environmental impact due to wasteful, inefficient or unnecessary use of energy during project construction or operation. The analysis will also assess the project's consistency with state or local plans for renewable energy or energy efficiency.

G. Geology and Soils

Utilizing existing resources and any previously prepared studies for a project site or surrounding area, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards. A project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, and landslides. The potential for a project to destroy a unique paleontological resource will also be discussed.

H. Greenhouse Gas Emissions

De Novo's in-house environmental scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. The discussion and analysis will include quantification of GHGs generated by the project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the project's consistency with any applicable state and local plans, including all applicable City of South Gate General Plan policies and the South Gate Municipal Code. The discussion will provide a quantitative and qualitative analysis of the project's sustainability features. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

I. Hazards and Hazardous Materials

The hazardous materials analysis will include a summary of the existing regulatory conditions per the State Cortese Database Listing. Potentially hazardous materials conditions within a project site will be considered based on available resources, including any previous studies. The above referenced research will be used to analyze potential project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. Potential accidental conditions involving hazardous materials during construction and operations will be identified. If a project site is located within an airport land use plan or within two miles of an airport, the potential for excessive noise conditions will be discussed. Project emergency access and potential exposure to wildland fires will also be considered.

J. Hydrology and Water Quality

Existing and proposed hydrology and water quality data will be reviewed for a project area based upon available reference documents, including available information from the City and Applicant. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and Federal requirements. The potential for a project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The section will also address alteration of drainage conditions, potential for substantial erosion or siltation, potential for flooding, and the ability of a project to result in runoff that exceed the capacity of the storm drain system. The analysis will consider the potential for a project to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as applicable.

K. Land Use and Planning

A proposed project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. Existing and proposed General Plan land use and zoning designations will

be identified; any proposed amendments to the land use and zoning for a site will be assessed. A proposed project will be reviewed in the context of land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. The potential for the project to conflict with these plans, policies or regulations will be assessed.

L. Mineral Resources

The South Gate General Plan indicates land within South Gate is classified as Mineral Resource Zones (MRZ) 1, 3 and 4. However, as South Gate is completely urbanized and the State has not identified any significant recoverable mineral resources, mineral extraction activities are not permitted within the City limits. The analysis will document whether the specific site is located within a MRZ and the potential for impacts.

M. Noise

A technical noise analysis is prepared to determine project compliance with City noise standards and associated potential noise impacts based on the following approach:

The site plan, preliminary grading plans, and trip information for the project will be reviewed from an acoustical standpoint. The De Novo team will discuss with the City the potential noise impacts and determine noise measurement locations. Short-term and/or 24-hour noise measurements will be performed to determine the existing noise environment. Utilizing the FHWA Construction noise model and SoundPlan 3D Modeling software, the short-term construction noise and vibration impacts from the project during construction will be determined. The exterior noise impact to the surrounding adjacent properties will be assessed and mitigation measures to alleviate any potential significant noise impact will be identified, if necessary. Utilizing a version of the FHWA Noise Prediction Model the roadway noise impacts for existing and build-out scenarios will be determined and compared to the City's noise standards. This will help determine any change in the roadway noise level as a result of the project. The roadway noise impacts to the project site will be calculated. Potential stationary noise impacts from the project site will also be calculated. If necessary, mitigation measures will be identified to comply with City's limits. The results of the analysis will be summarized in a noise impact study that will address the noise impacts from the project for both short-term and long-term noise impacts.

N. Population and Housing

The analysis will consider the potential for a project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere. The section will identify population and housing projections for an area, including the anticipated and planned growth as identified in the City of South Gate General Plan and regional growth projections.

O. Public Services

Public service departments/agencies will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand on services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities. The ability of a project to receive adequate service based on applicable standards will be evaluated. If necessary, mitigation measures to reduce impacts associated with providing new or altered facilities will be identified.

P. Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve a proposed project will be assessed. The discussion will focus on the potential for the physical deterioration of existing facilities or potential adverse physical effects associated with the provision of new facilities proposed by the project.

Q. Transportation

With the implementation of Senate Bill (SB) 743, vehicle miles traveled (VMT) will be the required analysis metric to assess the potential for significant transportation impacts associated with proposed projects. The De Novo team will work with the City of South Gate to determine the scope of the transportation analyses in accordance with the City's adopted VMT Guidelines and other policies and procedures.

The analysis will also address any potential conflicts with the City's programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, potential of a project to increase hazards due to a geometric design feature or incompatible use, or result in inadequate emergency access.

R. Tribal Cultural Resources

The De Novo team will provide AB 52 Native American consultation assistance. It is assumed that the City maintains a list of contacts for consultation under AB 52, but the De Novo team may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. The De Novo team will prepare AB 52 letter templates and provide checklists, detailed instructions to ensure meaningful consultation with interested Native American groups in accordance with AB 52. If an assessment of tribal cultural resources is needed, De Novo will involve our cultural resources teaming partner to provide these services; refer to the Cultural Resources discussion above.

S. Utilities and Service Systems

Utility/service system providers will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed land uses and if capacity and supplies are available to support the increased demand and/or generation. The analysis will also consider the potential physical effects associated with the relocation or construction of new or expanded facilities, if applicable.

T. Wildfire

According to Cal Fire, no portions of the City are located within or immediately adjacent to a high fire hazard severity zone within a Local Responsibility Area (LRA) or State Responsibility Area (SRA). The discussion will verify a specific project site is not located within lands classified as very high fire hazard severity zones in or near the City.

2.7 GROWTH INDUCEMENT

This section will discuss ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether a project influences the rate, location, or amount of growth.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

The EIR will identify a reasonable range of alternatives which could attain most of a project's objectives but would avoid or substantially lessen any of the significant events of a project. The range of alternatives is anticipated to include a No Project Alternative, as required under CEQA, and additional alternatives focused on reducing the potential environmental impacts. The alternatives analysis will compare the environmental impacts for each alternative for the environmental topical areas analyzed in the EIR. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the respective alternative will be discussed; an environmentally superior alternative will be identified. A summary matrix will compare the impacts for each alternative environmental topical area and whether the alternative involves greater, reduced, or equivalent impacts when compared to a project.

2.9 ADDITIONAL SECTIONS

Additional EIR sections to meet CEQA and City requirements will be prepared and include the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography will be provided.

2.10 GRAPHIC EXHIBITS

The EIR will include exhibits to enhance the written text and clarify a proposed project's environmental impacts.

2.11 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. The Checklist will identify the mitigation measure outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section.

2.12 ADMINISTRATIVE DRAFT EIR SUBMITTAL

The previous tasks will result in the Administrative Draft EIR, which will be provided to City staff for review and comment.

3.0 DRAFT ENVIRONMENTAL IMPACT REPORT

3.1 SECOND ADMINISTRATIVE DRAFT EIR

De Novo will respond to one complete set of comments from City staff on the Administrative Draft EIR. The Second Administrative Draft EIR will be provided to City staff with all revisions made in track changes to assist in review of the document.

3.2 COMPLETION OF THE DRAFT EIR

De Novo will respond to a second review of the Administrative Draft EIR. Upon approval, De Novo will prepare the Draft EIR for the required 45-day public review period. In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared for submittal to the State Clearinghouse and the County Clerk, and for distribution to the City-approved distribution list. De Novo will file the notices with the State Clearinghouse and County Clerk.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

At the conclusion of the Draft EIR public review period, the De Novo team will respond to written comments received by the City, as well as oral comments received during community meetings and public hearings. The Draft Responses to Comments will be prepared for review by City staff. De Novo will address one complete set of comments from City staff on the Draft Responses to Comments and will provide the revisions in track changes for ease of review. De Novo will respond to a second set of comments and finalize this section for inclusion in the Final EIR.

4.2 FINAL EIR COMPLETION

The Final EIR will consist of the Draft EIR and Response to Comments. Any revisions to the Draft EIR will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text.

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project. De Novo will submit the Draft Findings for City review and will respond to one complete set of City comments.

4.4 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification.

5.0 PROJECT MANAGEMENT AND MEETINGS

5.1 PROJECT MANAGEMENT

Ms. Barker will direct preparation of and review the environmental document for compliance with CEQA requirements and guidelines and City CEQA procedures. Ms. Barker will coordinate with City staff and/or other stakeholder representatives as well as internal technical staff, support staff and word processing toward the timely completion of the environmental document, serving as an extension of City throughout the duration of the project. In addition to weekly status updates, monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/ updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.

5.2 MEETINGS AND HEARINGS

Close coordination with City staff is essential. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project

Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Initial Study/Mitigated Negative Declaration

The following is a typical scope of work for preparation of an Initial Study/Mitigated Negative Declaration. As with preparation of an EIR, the work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Typical scopes of work for technical studies have been provided under Conceptual Work Program – Environmental Impact Report, above. Upon receipt of future RFPs from the City, the De Novo team will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT INITIATION

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

2.0 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines and as described in the conceptual EIR work program, above. The determination page will conclude the appropriate CEQA action based upon the environmental analysis.

3.0 ADMINISTRATIVE DRAFT INITIAL STUDY

The Administrative Draft Initial Study will be provided to the City for review and will include a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review.

4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared for the 30-day public review period. De Novo will prepare the Notice of Intent to Adopt a Negative Declaration (ND)/Mitigated Negative Declaration (MND) for public review. De Novo will file all necessary notices with the County Clerk and State Clearinghouse.

5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

5.1 RESPONSES TO COMMENTS

Upon completion of the public review period, De Novo will prepare a written response to the public comments for review by the City.

5.2 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Where necessary, the appropriate revisions will be made to the IS/MND text. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format. The Draft Final IS/MND will be provided to the City for review and approval. We will make any additional revisions as directed by the City and prepare a Final Initial Study MND for consideration. The Final Initial Study will include a Mitigation Monitoring and Reporting Program, and any other information necessary for the City's staff report to the Planning Commission and/or City Council.

5.3 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of IS/MND adoption.

6.0 PROJECT MANAGEMENT AND MEETINGS

As provided in 5.0, Project Management and Meetings, under Conceptual Work Program – Environmental Impact Report, above, Ms. Barker will be responsible for management and supervision of the Project Team. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Third Party Peer Review

In addition to preparing technical analysis and environmental compliance documentation, the De Novo team is often called upon to provide third party peer review services for our clients. Our approach to conducting peer reviews involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA technical specialists will conduct the review, with a Principal and/or Project Manager serving as the primary CEQA reviewer. Our reviews will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document. Following revisions to the draft technical studies and/or environmental compliance documents, De Novo will review the revised documents to ensure the comments provided in the third-party peer review have been adequately addressed and resolved. The De Novo team will also be available to participate in conference calls or in-person meetings, as necessary, to discuss any issues of concern, approach to analysis, and third-party peer review comments. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing our review and findings, and responding to questions.

B. PROJECT SCHEDULE: *Propose a timeline for completion for the work including start date, milestones, and target date of completion. Any assumptions regarding turnaround time for staff review and City Council should be clearly noted.*

De Novo Planning Group has sufficient capacity and the necessary experience to provide on-call environmental consulting services to the City of South Gate. We are committed to delivering legally-defensible products on-time and on-budget and will allocate our resources to exceed your expectations. Following is a typical schedule for preparation of an EIR, IS/ND or IS/MND, and peer review of applicant-prepared technical studies and third-party peer review of environmental documents. The timing for peer review of applicant-prepared technical studies and third-party peer review of environmental documents can vary depending on the number and complexity of the technical studies and the environmental topical areas addressed in the environmental document. De Novo will coordinate directly with City staff to understand any project-specific scheduling needs. A date-specific schedule is typically provided following the kickoff meeting based upon an understanding of any timing considerations.

Typical EIR Schedule

Project Kick-off	Month 1
Notice of Preparation/Initial Study	Month 1
NOP 30-Day Public Review	Month 2
Prepare Technical Studies	Months 1 – 3
EIR Scoping Meeting	Month 2
De Novo Prepares Administrative Draft EIR	Months 2 – 5
City Review of Administrative Draft EIR	Month 6
De Novo Prepares Second Administrative Draft EIR	Month 7
City Review of Second Administrative Draft EIR	Month 7
De Novo Completes, Publishes, and Circulates Draft EIR	Month 8
EIR 45-Day Public Review Period	Months 8 – 9
Hearing during the Draft EIR Review to Receive Comments	Month 9
De Novo prepares Responses to Comments	Month 10
City Reviews Responses to Comments	Months 10 – 11
De Novo Prepares Administrative Final EIR	Months 11
City Reviews Administrative Final EIR	Month 11
De Novo Completes, Publishes, and Circulates Final EIR	Month 12
Certification Hearings	TBD

Typical IS/ND or IS/MND Schedule

Project Kick-off	Week 1
De Novo drafts Project Description	Week 1
City Reviews/Approves Project Description	Week 2
Preparation of Technical Studies	Weeks 1 – 8
De Novo Prepares Administrative Draft IS/ND or IS/MND	Weeks 2 – 10
City Reviews Administrative Draft IS/ND or IS/MND	Week 11
De Novo Completes Draft IS/ND or IS/MND	Week 12
City Reviews Check Copy Draft IS/ND or IS/MND	Week 13
De Novo Distributes Public Review IS/ND or IS/MND	Week 14
IS/ND or IS/MND 30-Day Public Review	Weeks 14 – 18
De Novo Prepares Final IS/ND or IS/MND	Week 19

De Novo Prints and Distributes Final IS/ND or IS/MND
Hearing

Week 20
TBD

Typical Technical Study Peer Review Schedule

De Novo Conducts Peer Review

Completed within 2 – 3 weeks of receipt

De Novo Conducts Review of Revised Technical Studies

Completed within 1 – 2 weeks of receipt

Typical Environmental Document Peer Review Schedule

De Novo Conducts Peer Review of IS/ND or IS/MND

Completed within 2 – 3 weeks of receipt

De Novo Conducts Review of Revised IS/ND or IS/MND

Completed within 1 – 2 weeks of receipt

De Novo Conducts Peer Review of EIR

Completed within 3 – 4 weeks of receipt

De Novo Conducts Review of Revised EIR

Completed within 1 – 2 weeks of receipt

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ON-CALL
ENVIRONMENTAL CONSULTING SERVICES BETWEEN THE CITY
OF SOUTH GATE AND ECOTIERRA CONSULTING**

This Agreement for Professional Services for On-Call Environmental Consulting Services ("Agreement") is made and entered into on June 28, 2022, by and between the City of South Gate, a municipal corporation ("City"), and EcoTierra Consulting, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Environmental Consulting Services; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Fifty Thousand (\$150,000.00)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of June 28, 2022, and will remain in effect for a period of two years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein:
4. **CITY AGENT.** The Community Development Director ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
 - 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age.

Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - 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 CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS 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.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3. The article and section, captions and headings herein have been inserted for

convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this

Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Meredith Elguira, Director of Comm Development
8650 California Avenue
South Gate, CA 90280
Email : melguira@sogate.org
TEL: (323) 563-9529

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email : yglaze@sogate.org
TEL: (323)563-9573

TO CONSULTANT:

Curtis Zacuto
Principal
EcoTierra Consulting
5776-D Lindero Canyon Road #414
Westlake Village, CA 91362
curtis@ecotierraconsulting.com
(818) 356-9496

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. EFFECTIVE DATE. The effective date of this Agreement is June 28, 2022, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

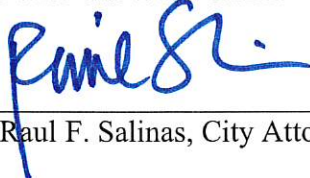
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ECOTIERRA CONSULTING:

By: _____
Curtis Zacuto, Principal

Dated: _____

2 Work Plan

A. METHODOLOGY/APPROACH

Project Understanding

The City of South Gate, located in the heart of the Los Angeles Metropolitan Area, is a busy, urban community consisting of residential, commercial, and industrial development spread over 7.4 square miles. Incorporated on January 20, 1923, the City is strategically located along the 710 Freeway with close access to the 105 Freeway. South Gate is 20 miles north of the Ports of Los Angeles and Long Beach, 7 miles south of downtown Los Angeles, and 13 miles east of the Los Angeles International Airport, making it an ideal location for residents in the Los Angeles County area, and a main thoroughfare for regional, national, and global transportation and trade for businesses.

It currently ranks as the 73rd largest city in California and 17th largest in Los Angeles County with a population of 98,633. South Gate is known for its outstanding city services, remarkable parks and recreation facilities, and family-friendly environment.

The City of South Gate is poised for positive change over the next 20 years – change that will simultaneously transform the landscape of the City and yet maintain the small town quality and characteristics cherished by residents and respected by neighbors. In many ways, South Gate is grappling with similar issues and forces facing many other cities in Southern California. The City's industrial job base – historically driven by such major employers as Firestone Tires and General Motors but now dominated by warehouse, distribution and small-scale manufacturing – is being forced to transform itself and provide 21st century technologies and jobs. As with built-out suburbs, there is almost no undeveloped land in the City for development or parks, and most new housing and jobs must come from redevelopment, infill, densification, or adaptive building reuse. The City's population is growing, and housing is at an increasing premium. Maintaining and upgrading South Gate's essential infrastructure is a crucial and challenging task for the future. South Gate is also grappling with developing a multi-modal, 21st century transportation system that enhances access and mobility for all residents. Demographically, South Gate's large Latino population, where many residents are first or second generation immigrants from Central and South America, reflects the demographic shifts occurring in the country at-large and, more specifically, in Southern California. And like many cities, South Gate is largely defined by the nature of its neighborhoods – most of which are stable, high-quality building blocks for community. The South Gate General Plan 2035 addresses these challenges and recognized accommodation of growth in the form of "place types" applied to unique regulatory geographies of the City – Neighborhoods, Districts, and Corridors.

EcoTierra thoroughly understands the requirements outlined in the RFP in providing Environmental Consulting Services to the City. Specifically, assisting City staff in the preparation of environmental documents on an as-needed basis including: Environmental Impact Reports (EIRs), Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies in compliance with the requirements of CEQA and NEPA.

Scope of Work for Initial Studies and EIRs

The information in this section describes the tasks that are generally implemented during the environmental review process for CEQA.

If selected to propose on specific projects under the City's jurisdiction, we will tailor the tasks to accomplish the environmental review requirements of the specific project. Any needed technical sub-consultants for the project

Work Plan

would be subject to City approval and would be managed directly by **EcoTierra**. Technical sub-consultant scopes of work would be prepared as part of the proposal process.

Although we will prepare a project-specific scope of work for each project, the following approach outlines a typical approach and scope of work for a CEQA Initial Study (IS) or Environmental Impact Report (EIR) analysis. The exact details of these tasks, including the type of environmental document required, reproduction, circulation, and noticing responsibilities, may vary depending on the specific project for which the environmental document is being prepared.

The type of document required would depend upon the impacts found, and whether there would be impacts that can be mitigated to less than significant or impacts that cannot be avoided and mitigation cannot reduce the impacts to less than significant. The former would result in preparation of an IS in support of a Negative/Mitigated Negative Declaration or an EIR.

Because significance determination is generally dependent upon information not presently known, **EcoTierra** proposes a two-step, or phase, process to meet the requirements of CEQA. The first phase generally includes preparation and review of project technical studies (e.g., Biological Resources Assessments, Traffic Study, Air Quality/GHG, Health Risk Assessments, Geology/Soil Study, Hazards and Hazardous Material Study, Noise Study, and Cultural Resource Assessments, including Historic Resources). If prepared by the Applicant, these studies would be reviewed by **EcoTierra** team for CEQA completeness. The results of these technical studies would then determine the appropriate CEQA document. The second phase would involve preparation of either an IS in support of a Negative/Mitigated Negative Declaration or an EIR.

Typical scope of work includes the following:

PHASE 1

Project initiation and preparation of the technical studies would occur in this phase. The following tasks will be undertaken as follows:

Task 1: Project Initiation/Data Collection

EcoTierra's project manager and other team members (as needed) will attend a kick-off meeting with the City. The purpose of the meeting is to: 1) review Project application and advise on any additional information needed; 2) collect all relevant reports and drawings (including Project Description, site plans, elevations, etc. (to be sent electronically if possible); 3) review the scope of Phase 1 of the environmental documentation; 4) review the project schedule; 5) receive technical information and studies; and 6) resolve any issues regarding overall assumptions.

Deliverables: Data needs list, kick-off meeting notes

Time of Completion: As scheduled by the City, at project implementation

Task 2: Prepare Preliminary Project Description

Because the project description is the basis for analyzing the environmental impacts of the proposed project and identifying appropriate mitigation measures, it is important to prepare the project description as early in the environmental review process as possible. **EcoTierra** will review all relevant project description materials and prepare a preliminary version of the project description that will be used in the environmental document. The project description will include discussions of the following:

Work Plan

- Description of the existing environmental setting, including the project site's regional and local location.
- Project characteristics, including but not limited to: description of the site plan; building design characteristics; landscaping; access circulation, and parking; utilities and infrastructure; stormwater management; grading and excavation; construction and construction schedule.
- Project objectives and goals (EIR only).
- Related projects (cumulative development) assumptions.
- A list of required approvals.

Following approval of the draft project description, we will prepare a final project description for use in the environmental document.

Deliverables: Administrative draft project description

Time of Completion: Within 4 weeks of project kick-off

Task 3: Review and Prepare Technical Studies

EcoTierra staff will review all available documentation related to the project. We will notify the City of any additional data needs to complete the environmental analysis. If the project applicant has prepared technical reports (e.g., biology, cultural resources, geotechnical report, traffic study, Phase I ESA, hydrology report), our staff and the appropriate technical subconsultants will review these reports to determine if: 1) the reports are technically sound; 2) address the relevant CEQA issues, and 3) provide sufficient information to prepare the environmental document. If the review identifies inadequacies, we will notify the City as soon as possible so that the applicant can supplement the reports. If it has been determined that the reports are adequate, we will notify the City that the reports are adequate for use in preparing the environmental document.

This task will be dedicated to preparing any technical reports for the project that are needed and have not been prepared by the applicant, which could include a traffic study, biological assessment, focused surveys, cultural resources reports, hazards assessment, or a hydrology and water quality study. Typical studies prepared by **EcoTierra** would include Air Quality, Greenhouse Gas Emissions, Health Risk Assessments and Noise Study.

Deliverables: Technical reports

Time of Completion: Within 4-6 weeks of project description approval

PHASE 2

Depending upon the results of all of the technical studies (Applicant and **EcoTierra** prepared), Phase 2 would commence with the preparation of either an IS in support of a Negative Declaration/Mitigated Negative Declaration or EIR. We have provided tasks below that reflect these two possible CEQA documentation options.

Initial Study ND/MND

Task 4a: Prepare Administrative Draft Initial Study

EcoTierra will prepare an Administrative Draft IS/ND or IS/MND, in accordance with the requirements of CEQA and State CEQA Guidelines for review by the City.

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The IS/ND or IS/MND will contain all applicable environmental components required by CEQA, including Introduction, Background, Project Description /Characteristics/Phasing and Discretionary Approvals, Setting, Impacts (Project and Cumulative), Mitigation and Level of Significance After Mitigation, and mandatory CEQA findings. The IS/MND will be submitted to the project team for first review and comment, and then to the Lead Agency.

EcoTierra's IS will respond to all environmental issues listed in the State CEQA Guidelines IS Checklist. Preparation of the IS will include development of written answers to all questions on the Initial Study checklist used by the City, and application of significance thresholds as required by the State CEQA Guidelines.

Analyses will be prepared based on site surveys, architectural design information (e.g., site plans, project description materials, etc.), collection of photographic data and other technical data.

Deliverables: Administrative Draft IS/ND or IS/MND

Time of Completion: Within 6-10 weeks of project description approval and determination of IS/ND or IS/MND is the appropriate environmental documentation

Task 5a: Administrative Review and Revisions of Initial Study/MND

When the first draft of the IS/MND is complete, the relevant materials will be consolidated into the preliminary Administrative (Screencheck) Draft IS/MND. An electronic copy of the Administrative Draft IS/MND will be submitted to the City for first review.

The Administrative Draft IS/MND will be modified, and if necessary, circulated to the City again for review. This process will continue until the Administrative Draft IS/MND is approved by the project team for submission to City staff. **EcoTierra** will assist the City in distribution of the document to responsible agencies and other interested parties.

Once the City reviews and approves the Administrative Draft IS, we will prepare the Public Review Draft IS for publication.

Deliverables: Revised Administrative Draft IS/ND or IS/MND

Time of Completion: Revised Administrative Draft within 2-3 weeks of receipt of City comments, Public Review Draft within 1- 2 weeks of receipt of City comments

Task 6a: Final Initial Study/MND

The City will forward comments as received to **EcoTierra** for review. Although the focus of the responses will be those comments that are truly subject to CEQA review, **EcoTierra** will also endeavor to answer all questions informatively. The Final IS/MND shall include the Responses to Comment Letters and a Mitigation Monitoring and Reporting Program (if needed).

EcoTierra will submit a Screencheck Final IS to City for review and will revise the document as necessary based on City comments. A Final IS will be transmitted to the City for publication.

Deliverables: Administrative Final IS/ND or IS/MND and Public Final IS/ND or IS/MND

Time of Completion: Administrative Final within 2-3 weeks of receipt of public comments, Public Final within 1- 2 weeks of receipt of City comments

Work Plan

Task 7a: Attend Public Hearings on the Adoption of a Negative Declaration/Mitigated Negative Declaration

The **EcoTierra** project manager (and other staff and subconsultants, as appropriate) will attend public hearings on the environmental document and will present information to the City Council and/or Planning Commission (if appropriate) and will be available to answer questions.

Deliverables: IS/ND or IS/MND responses to comments for staff report

Time of Completion: Prior to adoption hearing

Environmental Impact Report

Task 4b: Prepare Initial Study (In Support of EIR) and Notice of Preparation (NOP)

If an EIR is required, **EcoTierra** will prepare an Initial Study and NOP using the templates from the current version of the CEQA Guidelines. We will also prepare the Notice of Completion (NOC). The Initial Study will evaluate the potentially significant impacts of the proposed project as the project relates to the environmental topics in the Environmental Checklist Form of the CEQA Guidelines. Our approach to preparing the Initial Study will be to focus out topics for which impacts would be less than significant or could be mitigated to a less than significant level with measures incorporated into the project; and to identify issues that will be analyzed in the EIR. The Initial Study analysis will consider information contained in existing technical reports and documents related to the project, relevant regulations, and policies, and other applicable information obtained through the research efforts of **EcoTierra** staff. **EcoTierra** will prepare and submit the NOP to the City for signature and posting with the City Clerk and State Clearinghouse. We will provide 15 copies of the NOP to the State Clearinghouse for distribution to state agencies. At the City's option, we can distribute the NOP to local agencies, or if appropriate, federal agencies with an interest or jurisdiction over the project.

Deliverables: Initial Study, Notice of Preparation

Time of Completion: Concurrent with technical report preparation

Task 5b: Attend Public Scoping Meeting

The City may choose to conduct a public scoping meeting during the 30-day circulation of the NOP to solicit public input regarding the scope of the EIR. **EcoTierra** staff will attend and participate at (if requested) all public scoping meetings and will record all comments made at the meeting. After the close of the NOP circulation period, **EcoTierra** will review all oral and written responses to the NOP and will consult with City staff to determine whether the proposed scope of work addresses all CEQA-related topics raised by commenters that have not already been considered either in the Initial Study or the scope of work.

Deliverables: Project handouts, comment cards, scoping meeting notes

Time of Completion: During the 30-day public scoping period

Task 6b: Preparation of Draft EIR

Task 6b.1: Administrative Draft EIR

EcoTierra will prepare a complete Administrative Draft EIR (ADEIR) and submit electronic copies to the City for review. Hardcopies can be provided upon request.

The following sections will be included for an EIR:

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Table of Contents: The table of contents will enumerate the sections and subsections of the EIR, the page number on which each section begins, the page number on which each table and figure can be found, and a listing of the contents of the appendices.

Executive Summary: The executive summary will include an introduction to the EIR, identifying the project applicant, lead agency, and environmental consultant; briefly describe the environmental process; list the environmental issues to be analyzed; include a brief summary of the project and alternatives; and include a table that summarizes the significant impacts of the project, required and/or recommended mitigation measures, and level of impact significance after mitigation.

Project Description: The project description prepared as part of (Phase 1) Task 3 will be revised to respond to one round of City comments and incorporated in the ADEIR. If the City allows the project applicant to review the preliminary project description (and we recommend that the applicant be allowed to confirm the factual nature of the project description), it is expected that the applicant's comments will be submitted to us along with the City's comments.

Environmental Impact Analysis: This section will include the analysis of the project's potential to result in impacts. Each subsection will follow a master format designed to demonstrate CEQA compliance and increase the ability of the public to understand the information in the EIR.

Preparers of the EIR and Persons Consulted: This section will identify the lead agency staff, project applicant and subconsultants staff, environmental consultant and subconsultants staff, and all agency personnel consulted during the preparation of the environmental document.

References: This section will list all sources of information used during the preparation of the EIR.

Appendices: The appendices will include technical studies prepared for the project.

Impacts Found to be Less Than Significant: This section will include a discussion of the issues and sub-issues that were focused out for further analysis in the Initial Study (if prepared) or issues that can be discussed and dismissed as less than significant.

Cumulative Impact Analysis: An analysis of cumulative impacts will be included either as part of each environmental topical section or as a standalone section.

General Impact Categories: This section of the EIR will summarize the significant unavoidable impacts (if any) that were identified in the environmental impact analysis; growth-inducing impacts of the proposed project; and the significant irreversible environmental changes associated with the project.

Alternatives to the Proposed Project: This section of the EIR will identify and evaluate a reasonable range of alternatives to the proposed project that are crafted to avoid or significantly lessen the significant environmental impacts of the proposed project while still meeting most of the project objectives. The selection of project alternatives will be made in consultation with City staff and will vary from project to project.

Deliverables: Administrative Draft IS or EIR

Time of Completion: IS/ND or IS/MND within 6-10 weeks of project description approval, EIR within 10-12 weeks of project description approval

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Task 6.b.2 and 6.b-3: Revise Draft EIR and Production and Circulation

EcoTierra will address the City's comments on the Administrative Draft EIR. It is assumed that the comments from the City will be consolidated into one set. We will provide electronic copies of the Screencheck Draft EIR that the City can review to confirm that all comments have been addressed. Once the City reviews and approves the Screencheck Draft IS or EIR, we will prepare the Public Review Draft EIR for publication. The number of bound hard copies will be determined as part of the initial scope for each project. We will prepare and distribute 15 CDs of the environmental document and appendices, and 15 copies of the Environmental Summary Form to the State Clearinghouse, along with the NOC.

Deliverables: Screencheck and Public Review Draft EIR

Time of Completion: Screencheck Draft within 2-3 weeks of receipt of comments, Public Review Draft within 1-2 weeks of receipt of comments

Task 7b: Attend Public Hearings and Summarize Key Issues

EcoTierra staff will attend one public hearing during the public review period for the Draft EIR and will participate in the hearing, if requested by City staff. **EcoTierra** staff can assist the City in preparing necessary materials for the hearing, such as handouts depicting and briefly describing the project and summarizing impacts and mitigation measures, or other large-scale graphics. We will record all comments made during the hearing. After the close of the public comment period for the Draft EIR, we will review all the comments and identify any comments requiring special attention and will recommend approaches for response and any additional analyses that could be required.

Task 8b: Preparation of the Final EIR

EcoTierra staff will prepare responses to all written and oral comments received on the Draft EIR and will make any changes to the Draft EIR resulting from responses to comments. The Final EIR (FEIR) will ultimately include the Draft EIR and could include some or all the following additional chapters:

- Introduction
- List of Commenters
- Revised Summary
- Revisions to the Draft EIR
- Response to Comments
- Master Responses (if such responses are prepared)

EcoTierra staff will prepare and submit an electronic copy of the Administrative FEIR to the City. After the City's review of the document, we will address all comments and will prepare and submit the Screencheck version of the FEIR to the City. Once the City reviews and approves the Screencheck FEIR, we will prepare the Public Review FEIR for publication. The number of bound hard copies will be determined as part of the initial scope for each project. Although it is not required that FEIRs be submitted to the State Clearinghouse, distribution may be included, depending on the project specifics.

Deliverables: Administrative, Screencheck, and Final EIR

Time of Completion: Within 4 weeks of close of public review period

Work Plan

Task 9b: Attend Public Hearings on the Adoption of the Final EIR

The **EcoTierra** project manager (and other staff and subconsultants, as appropriate) will attend public hearings on the environmental document and will present information to the City Council and/or Planning Commission (if appropriate) and will be available to answer questions.

Deliverables: IS/ND or IS/MND responses to comments for staff report

Time of Completion: Prior to adoption hearing

Task 10b: Prepare Mitigation Monitoring and Reporting Program, CEQA Findings, and Statement of Overriding Considerations

We will prepare the Mitigation Monitoring Program and CEQA Findings for the EIR. If required for the EIR, we will prepare the Statement of Overriding Considerations. These items will be provided to the City electronically.

Deliverables: Mitigation Monitoring Program, Findings, Statement of Overriding Considerations

Time of Completion: Prior to adoption or certification hearings

Task 11b: Notice of Determination (NOD)

EcoTierra will prepare and submit the NOD to the City for signature and posting with the County Clerk.

Deliverables: Notice of Determination

Time of Completion: Within 5 working days of environmental document adoption or certification

Peer Review

EcoTierra has the capability of providing peer review services to the City on applicant prepared environmental documents and/or peer review environmental documents prepared on behalf of the City on development projects. The process would involve transmittal of the prepared environmental documents to **EcoTierra**. We will then review the document for completeness pursuant to CEQA Statute and Guidelines. Once the review is completed, **EcoTierra** will provide a mark-up of the document with comments and/or edits and will summarize the comments in a memorandum that will be transmitted to the City, applicant or applicant's representatives. We will review all iterations of the documents and provide comments and/or edits until the document is deemed complete and accurate pursuant to CEQA Statute and Guidelines.

Categorical Exemptions

EcoTierra also has the capability of assisting in the documentation of Categorical Exemptions (CE). **EcoTierra** would demonstrate the project's compliance with this CE through the preparation of a Findings Supporting a Categorical Exemption document. Many times a project applicant is unaware if a project can be categorically exempt of an Initial Study needs to be prepared in support of a ND or MND. Like the process identified above for IS/ND/MNDs and EIRs, the two phase process also applies to Categorical Exemptions. The first phase includes preparation of the technical studies (and scopes of work for each) as identified previously above; and the second phase includes scope of work for preparation of a CE (or an IS/MND which has been discussed above).

PHASE 1

Project initiation and preparation of the technical studies would occur in this phase. The following tasks will be undertaken as follows (see above for detailed descriptions):

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- Task 1: Project Initiation**
Task 2: Review Existing Information and Conduct Report Reviews
Task 3: Prepare Preliminary Project Description
Task 4: Prepare Technical Studies

PHASE 2

Task 5: Prepare Exemption Findings

EcoTierra will prepare the Findings Supporting Categorical Exemptions based on a particular class pursuant to CEQA Guidelines, Article 19, Sections 15300-15332. The document will contain an Introduction, Project Description, and the Categorical Exemption analysis. **EcoTierra's** document will respond to each condition listed under each class and each of the six exceptions to a Categorical Exemption as enumerated in the State CEQA Guidelines. The analysis will be prepared based on site surveys, architectural design information (e.g., site plans, project description materials, etc.), collection of photographic data, the technical reports described above, and other technical data.

As previously mentioned, the CEQA Guidelines provides exceptions to Categorical Exemption which need to be addressed. These exceptions include the following:

- **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

In addressing these exceptions, **EcoTierra** would provide an analysis demonstrating that these exceptions do not apply to a project. **EcoTierra** would provide a cumulative impact discussion of the environmental topics discussed in the findings; that no unusual circumstances apply; no State- or City-designated Scenic Highways would be affected; no known hazardous waste sites occur at the site (which would incorporate the findings of the hazmat reports to document whether conditions of contamination have been identified at the site and whether any such conditions have been remediated to the satisfaction of a regulatory agency and the project Site has been deemed

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acceptable for residential development); that no historical resources would be adversely affected based on (City-wide historical resources survey); and that the project site has no value as habitat for endangered, rare, or threatened species.

When the first draft of the screencheck of the Findings Supporting a Categorical Exemption is complete, the relevant materials will be consolidated into the preliminary administrative screencheck. Electronic copies of the administrative screencheck will be submitted to the project team for first review. Once **EcoTierra** receives team comments, the administrative screencheck will be modified (if applicable), and if necessary, circulated to the team again for review. Based on approval of the second screencheck we will prepare a final Findings Supporting a Categorical Exemption for submission to City staff.

Additional Services

Although NEPA compliance services are not included in the RFP, **EcoTierra** has prepared numerous NEPA Categorical Exclusions, Environmental Assessments, Finding of No Significant Impact, and Environmental Impact Statements.

B. PROJECT SCHEDULE

Typical Initial Study/MND Schedule

For discussion purposes, we have provided an approximate time period and tentative date. **Table 1, Initial Study/MND Tentative Schedule**, assumes authorization to proceed would be June 14, 2022. Phase 1, Task 1 would occur one week from authorization to proceed. With the completion of the technical studies, the IS/MND document preparation and review process would be completed within approximately 6 months.

Table 1: Initial Study/MND Tentative Schedule

Task/Phase	Approximate Time (Weeks)	Date
PHASE 1		
Task 1: Project Initiation /Data Collection		
Kick-off Meeting	1 day	6/14/2022
Data Collection	1 day	6/14/2022
Task 2: Preliminary Project Description		
Prepare Project Description	1 week	6/20/2022-6/24/2022
<i>EcoTierra Submit Project Description to City for Review</i>	1 day	6/24/2022
<i>City Review*</i>	1 week	6/27/2022-7/1/2022
<i>EcoTierra Revise</i>	1 week	7/4/2022-7/8/2022
<i>City Review and Approve*</i>	1 week	7/11/2022-7/15/2022
Task 3: Review and Prepare Technical Studies		
<i>EcoTierra Review Applicant Prepared Studies</i>	1 week	7/18/2022-7/22/2022
<i>EcoTierra Submit Memorandum to City on Applicant Studies</i>	1 day	7/22/2022
<i>Air Quality/GHG, Noise, and Energy Preparation</i>	7 weeks	7/1/2022-8/19/22
PHASE 2		
Initial Study/MND		
Task 4a: Prepare Administrative Draft IS/MND		
Prepare Administrative Draft IS/MND	5 weeks	7/15/2022-8/19/2022
<i>EcoTierra Submit to City for Review and Comment</i>	1 day	8/19/2022
Task 5a: Review/Revise Draft IS/MND		

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Table 1: Initial Study/MND Tentative Schedule

Task/Phase	Approximate Time (Weeks)	Date
1 st City Review (Administrative Draft*)	3 weeks	8/22/2022-9/5/2022
EcoTierra Revise	1 week	9/5/2022-9/9/2022
EcoTierra Submit Revised Document	1 day	9/12/2022
2 nd City Review (Screencheck Draft)*	1 week	9/13/2022-9/19/2022
EcoTierra Revise and Finalize Document	1 week	9/20/2022-9/27/2022
EcoTierra Prepare Document for Circulation	1 week	9/28/2022-10/5/2022
Publish Circulation IS/MND	20 Days	10/25/2022
Task 6a: Final Initial Study/MND		
Preparation of Response to Comments/Final IS/MND	2 weeks	10/31/2022-11/11/2022
EcoTierra Submit to City for Review	1 day	11/11/2022
1 st City Review*	1 week	11/14/2022-11/18/2022
EcoTierra Revise in Response to City Comments	1 week	11/21/2022-11/25/2022
2 nd City Review*	1 week	11/28/2022-12/2/2022
EcoTierra Finalize Document	1 week	12/5/2022-12/9/2022
Public Circulation and Availability of Final IS/MND	1 day	12/12/2022
Task 7a: Meetings/Attend Public Hearings	TBD	TBD
Meetings/Management	On-going Throughout Project Schedule	On-going Throughout Project Schedule
City Council Hearings	TBD	TBD
NOTES: *EcoTierra cannot control City team review time. Time durations are estimates only and duration may be extended due to reviewers needing more time and EcoTierra durations may be longer due to the amount and extent of comments received. Conversely, durations might not be as long depending upon reviewers needs and EcoTierra's time may be shorter due to the level of comments.		

Typical EIR Schedule

For discussion purposes, we have provided an approximate time period and tentative date. **Table 2, EIR Tentative Schedule**, assumes authorization to proceed would be June 14, 2022. Phase 1, Task 1 would occur one week from authorization to proceed. With the completion of the technical studies, preparation and review of the EIR would be completed within approximately 12 months.

Table 2: EIR Tentative Schedule

Task/Phase	Approximate Time (Weeks)	Date
PHASE 1		
Task 1: Project Initiation /Data Collection		
Kick-off Meeting	1 day	6/14/2022
Data Collection	1 day	6/14/2022
Task 2: Preliminary Project Description		
Prepare Project Description	1 week	6/20/2022-6/24/2022
EcoTierra Submit Project Description to City for Review	1 day	6/24/2022
City Review*	1 week	6/27/2022-7/1/2022
EcoTierra Revise	1 week	7/4/2022-7/8/2022
City Review and Approve*	1 week	7/11/2022-7/15/2022

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Table 2: EIR Tentative Schedule

Task/Phase	Approximate Time (Weeks)	Date
Task 3: Review and Prepare Technical Studies		
<i>EcoTierra Review Applicant Prepared Studies</i>	1 week	7/18/2022-7/22/2022
<i>EcoTierra Submit Memorandum to City on Applicant Studies</i>	1 day	7/22/2022
<i>Air Quality/GHG, Noise, and Energy Preparation</i>	7 weeks	7/1/2022-8/19/22
PHASE 2		
EIR		
Task 4b: Prepare Initial Study and NOP		
<i>Subtask 4b.1: Prepare Initial Study (Optional)</i>	5 weeks	7/15/2022-8/19/2022
<i>EcoTierra Submit to City for Review and Comment</i>	1 day	8/19/2022
<i>1st City Review (Administrative Draft*)</i>	3 weeks	8/22/2022-9/5/2022
<i>EcoTierra Revise</i>	1 week	9/5/2022-9/9/2022
<i>EcoTierra Submit Revised Document</i>	1 day	9/12/2022
<i>2nd City Review (Screencheck Draft)*</i>	1 week	9/13/2022-9/19/2022
<i>EcoTierra Revise and Finalize Document</i>	1 week	9/20/2022-9/27/2022
<i>Subtask 4b.1 Prepare and Circulate Notice of Preparation</i>	1	9/27/2022
<i>Submit to City for Review and Comment</i>	1 day	9/28/2022
PUBLISH NOP	30 days	10/30/2022
Task 5b: Scoping Meeting	1 day	TBD
Task 6b: Draft EIR		
<i>Task 6b.1: Preparation of Administrative Draft EIR</i>	12 weeks	10/31/2022-1/20/2023
<i>EcoTierra Submit to City for Review</i>	1 day	1/20/2023
<i>Task 6b.2: Review and Completion of Administrative Draft EIR</i>		
<i>1st City Review (Administrative Draft)</i>	3 weeks	1/16/2023-2/3/2023
<i>EcoTierra Revise</i>	2 weeks	2/6/2023-2/17/2023
<i>EcoTierra Submit Revised Document</i>	1 day	2/17/2023
<i>2nd City Review (Screencheck Draft)</i>	3 weeks	2/20/2023-3/10/2023
<i>Task 6b.3: Production and Circulation</i>		
<i>EcoTierra Revise and Finalize Document</i>	1 week	3/13/2023-3/17/2023
<i>EcoTierra Submit "Proof" Document</i>		
<i>City Review "Proof Document"</i>	2 days	3/20/2023-3/21/2023
<i>EcoTierra Prepare Document for Circulation</i>	3 days	3/22/2023-3/24/2023
PUBLISH EIR	45 Days	5/8/2023
Task 7b: Attend Public Hearings	TBD	TBD
Task 8b: Preparation of Final EIR		
<i>Task 8b.1: Preparation of Administrative Final EIR</i>	3 weeks	5/8/2023-5/26/2023
<i>EcoTierra Submit to City for Review</i>	1 day	5/26/2023
<i>Task 8b.2: Review and Approval of Administrative Final EIR</i>		
<i>1st City Review (Administrative Draft)</i>	2 weeks	5/29/2023-6/9/2023
<i>EcoTierra Revise</i>	2 weeks	6/12/2023-6/23/2023
<i>EcoTierra Submit Revised Document</i>	1 day	6/23/2023
<i>2nd City Review (Screencheck Draft)</i>	2 weeks	6/26/2023-7/7/2023
<i>Task 8b.3: Production and Circulation of the Final EIR</i>		
<i>EcoTierra Revise and Finalize Document</i>	1 week	7/10/2023-7/14/2023
<i>EcoTierra Submit "Proof" Document</i>	1 day	7/17/2023
<i>City Review "Proof Document"</i>	2 days	7/18-2023-7/19/2023

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Table 2: EIR Tentative Schedule

Task/Phase	Approximate Time (Weeks)	Date
EcoTierra Prepare Document (and notices) for Circulation	3 days	7/20/2023-7/24/2023
Task 9b: Attend Public Hearings	TBD	TBD
Task 10b: MMRP, CEQA Findings and Statement of Overriding Considerations		
EcoTierra Prepare Documents	2 weeks	7/24/2023-8/4/2023
EcoTierra Submits Documents for City Review	1 day	8/4/2023
1 st City Review (Administrative Draft)	2 weeks	8/7/2023-8/18/2023
EcoTierra Revise	2 weeks	8/21/2023-9/1/2023
EcoTierra Submit Revised Document	1 day	9/4/2023
2 nd City Review (Screencheck Draft)	2 weeks	9/4/2023-9/15/2023
EcoTierra Finalize Document	4 days	9/18/2023-9/21/2023
EcoTierra Submits Final Document	1 day	9/22/2023
Task 11b: Prepare NOD	Within 5-days of project adoption	TBD
<p>NOTES:</p> <p>*EcoTierra cannot control City team review time. Time durations are estimates only and duration may be extended due to reviewers needing more time and EcoTierra durations may be longer due to the amount and extent of comments received. Conversely, durations might not be as long depending upon reviewers needs and EcoTierra's time may be shorter due to the level of comments.</p>		

C. QUALIFICATIONS AND PRIOR EXPERIENCE

Demonstrated Experience

EcoTierra's professional staff brings a reliable combination of knowledge and experience to each client's project. As a team of professionals who have collectively provided consulting services on hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, EcoTierra staff has earned a reputation for comprehensive, reliable, and conscientious work. Our Principals and staff work on projects within established budgets while providing necessary and complete environmental analysis. As consultants, we typically outline various paths for environmental clearance with thoughtful discussion resulting in a recommend option that is best for the project and client.

Through the experience of working with a wide array of agencies and environmental specialists, EcoTierra staff have developed a process in coordination with these agencies to determine the correct type of CEQA process, analysis, and compliance that is needed for each project. This includes working with the agencies to develop the correct thresholds, and the specific project details that need to be analyzed for a specific project. Not all projects require full in-depth analysis on every CEQA topic. We work with the agency on targeting the topics of concern related to the project, it's setting and potential conflicts, in particular with neighboring buildings, residents and communities. For example, we've prepared EIRs focusing on a single topic or limited topics.

Our staff has extensive and broad experience with many public jurisdictions working closely to prepare the appropriate environmental document. To successfully move a document through environmental review, it's imperative for us to know and understand that jurisdiction's governmental process. As consultants, we've become adept to quickly learning a particular agency's approval process as it's necessary for the client and project to move

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along as efficiently as possible. We have experience working within the many jurisdictions, mainly Southern California.

We have experience using the CEQA process to address various environmental issues facing a particular project and community. As an example, we have used the CEQA process to address project design issues that would have potential negative effects on the surrounding/local community. Recently, **EcoTierra** has worked closely with project applicants on large-scale, high-profile projects in downtown Los Angeles (Wilshire Grand and The Reef projects) and in the Universal City area (Metro Universal project) that included extensive off-site commercial signage programs. Based on a framework for impact analysis that **EcoTierra** developed, **EcoTierra** worked with the project teams to modify initial designs for signage programs in a manner specifically intended to avoid impacts on surrounding communities. Taking into account the types and size of signs, lighting, animation, and elevation, **EcoTierra** was successful in convincing project applicants to focus signage primarily at the street level and away from residential areas to minimize impacts on adjacent residences, as well as more distant communities, while still accomplishing the primary goals of the proposed signage. For instance, program modifications included reduced animation and lighting levels for higher elevation signs, coupled with changes in orientation of lower level signs to more effectively connect with target audiences. This “win-win” approach met the needs of both the project applicants and the surrounding communities and resulted in the approval of the signage programs by the cognizant City authorities.

Not all projects require full in-depth analysis on every CEQA topic. We work with the agency on targeting the topics of concern related to the project, its setting and potential conflicts, in particular with neighboring buildings, residents and communities. For example, we’ve prepared EIRs focusing on a single topic or limited topics. One particular case involved a residential development in Hollywood that included as part of the project an historic building. The EIR focused on Cultural Resources/Historic as the single topic for in-depth analysis. Though it was a focused EIR, we proposed to analyze the rest of the CEQA topics to the level of an Initial Study to ensure the decision-makers and the general public were well informed of the entire environmental consequences of project development.

Our staff has prepared several EIRs for a number of these projects that involved development on vacant land requiring biological resource investigations. One particular project in the City of Ridgecrest was adjacent to a drainage ditch that appeared to be not much of a habitat and the project would involve some modifications to accommodate the development. The biologists that we hired found a sensitive animal species (burrowing owls) to be using the drainage ditch and area as habitat. As such, our EIR involved identification of the species and worked with the applicant and the City to ensure the habitat wouldn’t be disturbed and the project drainage was re-designed as such. On another case, we prepared a full-issue EIR on a proposed development in downtown Santa Monica. The project involved a mixed-use development (hotel, housing, office, retail, parking) on a site owned by the City with two historic buildings. The public scoping meeting revealed the public’s concern of a proposed tall, massive building on public land and wished for the site to be developed as a public park. Based on discussions with City staff, it was determined to analyze two public park CEQA alternatives (one developing the site as a park and the other with a park and limited development).

We recognize that each project is unique and have different issues of concern, whether it be historic, public services/utilities, or biological resources. As part of our process, **EcoTierra** staff would work in coordination with City of South Gate planning staff to determine the correct course of action and CEQA documentation that is required for each project, thereby limiting the chances of future litigation right from the start of the project.

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Services and Capabilities

EcoTierra provides a range of environmental consulting services. We have extensive environmental analysis experience, from the initial project scoping process to responding to public comments and attending hearings.

We have the capability of providing the services as requested in the City's RFP:

- **Technical Reports and Peer Review:** **EcoTierra** can provide internally preparation and/or peer review of *technical reports*. **EcoTierra** has teamed with subconsultants, **Gibson Transportation Consulting, Inc. (Transportation and Traffic)** and **SWCA Environmental Consultants, Inc. (Biological Resources and Cultural Resources)**, to assist in the preparation and/or peer review of technical topics.
- **CEQA Documents:** **EcoTierra** can provide the following:
 - Notices of Exemption, including supporting memoranda and technical studies, if required.
 - Initial Studies, in support of Negative Declarations Mitigated Negative Declarations, or Environmental Impact Reports.
 - Environmental Impact Report Addenda and Subsequent and Supplemental Environmental Impact Reports.

In addition, **EcoTierra** can provide other documents, if the City requires such assistance:

- Categorical Exemptions
- Findings of Fact.
- Statement of Overriding Considerations.
- **Mitigation Monitoring:** **EcoTierra** can provide mitigation monitoring with periodic updates to MMRPs and provide field services as required.
- **Expertise:** **EcoTierra** can provide guidance, options, opinions and strategies related to environmental issues in support of City and private development projects. We will utilize our subconsultants (identified below) to supplement the possible range of environmental topics.

Current and Previous Contracts

EcoTierra staff have experience preparing environmental documents for a variety of projects including intensification of land uses with residential, retail, hotel, commercial development and mixed-use projects. From the largest environmental impact report to the most straightforward negative declaration, **EcoTierra** staff are well known throughout the CEQA community for providing the highest quality work at a reasonable cost.

We are currently providing CEQA On-Call work for a number of jurisdictions including the cities of Anaheim, El Segundo, Fontana, Huntington Beach, Los Angeles, Pasadena, Santa Monica, South Pasadena to name a few.

We have carefully provided references (with description of the projects) of recent projects prepared in the last seven years. These projects demonstrate urban in-fill experience and some of which could be the types of projects proposed for the City of South Gate. The range of projects below include Categorical Exemptions, CEQA Checklist Initial Studies, Initial Studies in support of Negative/Mitigated Negative Declarations and EIRS.

1633 26th Street EIR

November 2019 to June 2021

Cost: \$236,470

EcoTierra prepared an EIR on a project that consists of refurbishment of the project site's existing three-story, 45,529 square feet (sf) office building, and replacement of the existing 58,940 sf surface parking lot with two new four-story, creative and business professional office buildings comprising a total of 129,265 sf of new floor area. The project would also include a three-level

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subterranean garage with 401 parking spaces with access provided from Pennsylvania Avenue. The project's three buildings will total approximately 174,684 sf. Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Senior Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

The Plaza at Santa Monica EIR

June 2017 to August 2019

Cost: \$380,000

EcoTierra prepared an EIR for a mixed-use affordable housing project with public space for the City of Santa Monica. The project would include a 17,800 SF ground level Grand Public Plaza and a smaller street corner plaza, two ground level pocket parks, a 11,000 SF second level public park, a 12,000 SF cultural amenity, 42,200 SF of ground floor retail, an approximately 280 room hotel, and 106,800 SF feet of creative workspace. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

ArcLight Cinema EIR

2015 to 2017

Cost: \$146,140

EcoTierra staff prepared an EIR for a proposed ArcLight Cinema project. The proposed project involved the demolition of an existing 344 space public parking structure (City-owned Parking Structure 3) and development of a theater (ArcLight Cinemas) of approximately 100,000 sf of gross floor area as defined by the City of Santa Monica Municipal Code. The project was designed to include up to 16 screens, approximately 2,700 theater seats, 10,000 sf of retail/restaurant tenant space, and 2,250 sf of interior restaurant/lounge space that would be open to the public. Curtis Zacuto, Principal/Project Manager, and Jennifer Johnson, Senior Project Manager.

Anaheim Hills Holden Senior Living Facility CE

January 2021 – May 2021

Cost: \$25,429

EcoTierra prepared a categorical exemption on a new senior housing project in the City of Anaheim. The project site is currently developed with an existing church totaling approximately 17,217 square feet and associated surface parking lot. Project implementation would involve demolition of the church and surface parking lot and construct an approximately 98,412 square foot building that would include 98 Assisted Living units and 20 Memory Care units for a total of 126 beds. The project would rise to 25 feet in height in two-stories. The project would include a surface parking

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lot with 55 parking spaces. The community would be open 24 hours a day, 7 days a week. The project would be subject to licensing by the State of California as a Residential Care for Elderly and required to comply with all the state regulations. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

Pepperwood Place CE

June 2021 – Current

Cost: \$26,004

EcoTierra recently prepared a categorical exemption on a new residential project in the City of Anaheim. Project implementation would involve demolition of the house and garage and develop a 12-unit small lot single-family residential subdivision. The proposed lots range from 3,463 square feet (sf) to 4,336 sf in size with 2-story, 4-bedroom single family detached homes ranging from 2,374 sf to 2,580 sf. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

A-Town Areas B and E Initial Study

October 2021 – Current

Cost: \$33,730

EcoTierra recently prepared an Initial Study on two new residential projects and ground floor retail development in the City of Anaheim. The project would include development on two parcels in the A-Town Master Plan area. Area B would include development of an eight-level, mixed-use building consisting of 270 dwelling units (for-rent) and 21,640 square feet of ground floor indoor retail space. Area E would include development of The project would include development of a five-level, wrap around, apartment building consisting of 257 dwelling units. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

39 Commons Initial Study

October 2021 – Current

Cost: \$46,829

EcoTierra recently prepared an Initial Study on two new retail development in the Beach Boulevard Specific Plan area in the City of Anaheim. The applicant has proposed construction of a commercial center with five buildings, totaling 24,237 square feet. The project would include three "Pad buildings" (Pad A-C) and two "Shop buildings" (Shop 1 and 2). Staff Roles: Curtis Zacuto, Principal/Project Manager, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

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Housing Element Update IS/ ND

June 2021 to Current

Cost: \$18,000

EcoTierra prepared an Initial Study in support of a Negative Declaration on the City's Housing Element update, 2021-2029. The project is the adoption and implementation of the El Segundo Housing Element Update (project). The City has selected 27 candidate sites. The City is proposing the addition of a RHNA housing overlay (RHNA-O) and RHNA mixed-use overlay (RHNA MU-O) to the sites' General Plan and zoning. Currently, the sites are designated and zoned for commercial, parking, residential, and office uses. The current General Plan designations and zoning would remain, with overlays added, which would allow property owners to have the option to develop under either set of standards (the underlying General Plan and zoning or the overlay). Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Project Manager/Senior Environmental Planner, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

Beach Cities Media Center EIR

October 2017 to September 2019

Cost: \$188,000

EcoTierra prepared an EIR for the Beach Cities Media Campus Project located in the City of El Segundo. The project proposes to change the General Plan land use designation and zoning of the property from Commercial Center (C-4 zone) to Urban Mixed-Use South (MU-S zone), and develop the property with the uses allowed by, and at the development standards set forth in, the MU-S zone. Development of the Project Site, concurrently with the change in General Plan land use designation and zoning, would be in accordance with a Development Agreement that generally encompasses a conceptual plan for a 313,000-square-foot development. The Beach Cities Media Campus conceptual plan includes the development of an approximately five-story, 240,000 square foot office building, a one-story, 66,000 square foot studio and production facilities building, 7,000 square feet of retail uses in two, one-story structures, and a seven-story parking structure. Staff Roles: Craig Fajnor, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Brad Perrine, Project Manager, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

550-566 E. Colorado EIR Addendum

EcoTierra prepared an EIR Addendum on an application that modified a previously approved CUP to demolish the existing surface parking lot and construct a 109,000 square foot, six-story, hotel accommodating 195 guest rooms with ground floor retail and dining space. The hotel would include require 102 parking spaces

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March 2021 to October 2021
Cost: \$52,040

with 16 spaces provided on -site and the remainder of 86 spaces accommodated off-site parking structure. Staff Roles: Curtis Zacuto, Principal/Project Manager, Shayne Lipsey Project Manager and Katie Wilson AQ/Noise Specialist.

590 S. Fair Oaks EIR Addendum

February 2020 to September 2020
Cost: \$52,040

EcoTierra prepared an EIR Addendum on an application a previously approved project to demolish the two existing structures totaling 4,780 square feet in area and to construct a new 100,00 square-foot, four-story, 56-foot tall, medical office building with two levels of subterranean parking accommodating 184 vehicle spaces. Staff Roles: Curtis Zacuto, Principal/Project Manager, Shayne Lipsey Project Manager and Katie Wilson AQ/Noise Specialist.

City of San Bernardino Development Code Update Project IS/ND

March 2017-May 2018
Cost: \$30,000

EcoTierra staff prepared an Initial Study/Negative Declaration (IS/ND) environmental clearance document for the City of San Bernardino's Proposed Development Code and Zoning Map Update Project. The existing Development Code and Zoning Map and related land use regulations had not been comprehensively updated since 1991. The IS/ND analyzed the City's comprehensive revisions to the Development Code, official Zoning Map, and corresponding associated land use regulations including a variety of planning tools such as design guidelines to ensure consistency with, and successful implementation of, the goals, policies, and programs of the City's 2005 General Plan and consistency with State statutes. Staff Roles: Curtis Zacuto, Principal, Jennifer Johnson Senior Environmental Planner, and Brad Perrine, Project Manager.

Fast5Xpress Car Wash IS/MND

March 2017-May 2018
Cost: \$30,000

EcoTierra staff prepared an Initial Study/Mitigated Negative Declaration (IS/MND) environmental clearance document for the City of San Bernardino on a proposed car wash project. Implementation of the project would involve demolition of two existing on-site residences and construction of an 150-foot single tube automated indoor express car wash within an approximately 5,550 square foot on-story car wash building and associated surface parking lot with 24 parking spaces under vacuum bay canopies and 5 employee parking spaces. Staff Roles: Curtis Zacuto, Principal, Jennifer Johnson Senior Environmental Planner, and Brad Perrine, Project Manager.

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Academy Square Office Building EIR

June 2014-September 2016

Cost:\$198,780

EcoTierra prepared an EIR for the Academy Square project in the Hollywood area of Los Angeles. The project involved the demolition of the existing buildings and construction of an approximately 498,599-square-foot mixed-use project containing offices, residences, and retail/restaurant space with associated parking. The project would include approximately 233,665 square feet of office, and 49,135 square feet of retail/restaurant land uses in three buildings, extending up to five stories. The project also included an approximately 215,799-square-foot 23-story residential tower containing up to 250 multi-family residences. The residential portion of the project included a gym, a pool, and public and private open space. One of the existing structures on the project site was been identified as an historic resource and impacts were considered significant involving removal of this resource. Staff Roles: Craig Fajnor, Principal, Lainie Herrera, Senior Project Manager, Jennifer Johnson Senior Environmental Planner, and Brad Perrine, Project Manager.

Gelson's Market IS/MND

July 2016-May 2017

Cost: \$93,000

EcoTierra prepared an IS/MND for the redevelopment of an infill site with a 27,900 square foot specialty grocery store, including on-sale and off-sale alcohol sales and instructional tastings, an up to 7,000 square foot commercial building, a surface parking lot on the primary project site; and a surface parking lot for employee use on an auxiliary employee parking site. The project is in Manhattan Beach, along Sepulveda Boulevard, which is also State Route 1, and required coordination with Caltrans for an encroachment permit. Staff Roles: Curtis Zacuto, Principal, Jennifer Johnson Senior Environmental Planner, and Brad Perrine, Project Manager.

Vermont Corridor EIR

March 2017-September 2018

Cost: \$304,000

EcoTierra prepared an EIR for the Vermont Corridor Project, a project to redevelop three County-owned properties. The "Vermont Corridor" extends South Vermont Avenue between 4th Street and 6th Street in the City of Los Angeles. Proposed development would include removal of existing buildings and construction of a new 471,000 square foot County office building, 72 senior affordable housing units, 74 market rate housing units, and adaptive reuse and repurposing of an existing County office building to accommodate 172 market rate residential units. Staff Roles: Craig Fajnor, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Brad Perrine, Project Manager, and Marisa Wyse Environmental Planner.

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Melrose and Seward IS/MND

August 2020-Current

Cost: \$43,000

EcoTierra is preparing an IS/MND for the Melrose and Seward Project. The Project Site currently includes an approximately 8,473 square foot commercial building at the intersection of Melrose Avenue and Seward Street, a surface parking lot, and two commercial office buildings at the northern end of the Project Site. The Project would involve demolition of the 8,473 square foot commercial building and construction of an approximately 65,531 square foot creative office building on the site of this building and the surface parking lot. The other two commercial buildings would remain. The Project would range from two to four stories in height. The Project would require a Zone Change to CM2 to provide consistency over the entire site and Site Plan Review. Staff Roles: Craig Fajnor, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

Hyde Park EIR

August 2018-Current

Cost: \$160,300

EcoTierra is preparing an EIR for the Hyde Park Project. The approximately 7.96-acre Project Site is located at 3100-3158 W. Slauson Avenue, 3200-3206 W. Slauson Avenue, 5809-5835 S. 8th Avenue, and 3101-3153 W. 59th Street. The Project involves the demolition of approximately 187,013 square feet of existing multi-family residential buildings (206 units in 27 residential buildings), and the construction of up to 782 new apartment units in approximately 851,404 square feet (Project). Staff Roles: Craig Fajnor, Principal, Lainie Herrera, Senior Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, and Marisa Wyse Environmental Planner.

1200 N. Cahuenga Boulevard IS/MND

June 2021-Current

Cost: \$43,000

EcoTierra is preparing an IS/MND for the 1200 N. Cahuenga Boulevard Project. The Project would involve the repurposing and adding to the 44,563 square foot private school buildings to allow for the construction of an approximately 76,000 square foot creative office building (inclusive of an approximately 500 square foot retail space) on the site of the private school buildings. The Project would require a General Plan Amendment and Zone Change to provide consistency over the entire site. Staff Roles: Craig Fajnor, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

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1155 N. Las Palmas Avenue IS/MND

September 2021-Current

Cost: \$43,000

EcoTierra is preparing an IS/MND for the 1155 N. Las Palmas Avenue Project. The Project would involve the construction of 126,000 square feet of office uses (inclusive of the existing 44,712 square feet of office to be maintained) and 8,000 square feet allocated to retail uses. The Project would provide code-required parking in an on-site subterranean parking garage. It is understood that the Project is still being evaluated/refined, and may change. However, these figures represent the upper limits of any currently proposed construction at the site and is a conservative representation of the project. Staff Roles: Craig Fajnor, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, and Marisa Wyse Environmental Planner.

Chino Hills Paradise Ranch EIR

April 2021-Current

Cost: \$81,955

EcoTierra is preparing an EIR for the Paradise Ranch Project. The approximately 85.2-acre Project Site is in a rural area at 16200 and 16220 Canyon Hills Road in the City of Chino Hills. The proposed Paradise Ranch Project would subdivide an 85-acre property into a total of 51 lots. The Project would include the development of 50 cluster lots ranging in size from 7,200 to 12,412 square feet. Each of the 50 lots would include the development of a two-story single family residential home. The dwelling units would range in size from 3,946 to 4,616 square feet of living area (including three-car garages). The residential uses would include six architectural styles, and four different floor plans for each style. Lot 51 will maintain the existing single-family home, and Lot A will remain as vacant native land. Staff Roles: Curtis Zacuto, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

REEF Project EIR

July 2014-June 2016

Cost: \$278,000

EcoTierra prepared an EIR for The REEF Project in Downtown Los Angeles. The REEF Project consists of demolition of the existing warehouse/distribution building, incorporation of modifications to The REEF building and construction of new mixed-use development on the remainder of the project site currently occupied by the surface parking lots. New development would include approximately 1,664,000 square feet of floor area contained within a number of low-, mid-, and high-rise buildings. New construction would include development of a new hotel with

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208 rooms, up to 240 feet in height, and a parking structure up to eight levels above grade, containing at least 1,375 parking spaces. Staff Roles: Craig Fajnor, Principal, Jennifer Johnson Senior Environmental Planner, and Marisa Wyse Environmental Planner.

Spring Street Hotel EIR

October 2015-April 2017

Cost: \$68,000

EcoTierra prepared an EIR for the Spring Street Hotel located approximately mid-block between 6th Street and 7th Street, in the Downtown area of the City of Los Angeles. The project would involve the demolition of the existing surface parking lot and commercial building and construction of a high-rise hotel building with approximately 105,841 square feet of floor area, which includes: 170 hotel rooms, a 7,050-square-foot restaurant; a 3,780-square-foot roof bar/lounge; a 1,000-square-foot gym; 1,000 square feet of ancillary office space; a 2,940-square-foot gallery bar; and a 1,200-square-foot conference/screening room. A total of 12,460 square feet of open space would include 6,300 square feet of balconies for the hotel rooms; a 1,510-square-foot roof bar; and a 2,770-square-foot pool deck. The project features several indoor/outdoor spaces. Staff Roles: Craig Fajnor, Principal, Brad Perrine, Project Manager, Jennifer Johnson Senior Environmental Planner, and Marisa Wyse Environmental Planner.

Morrison Hotel Project EIR

April 2018-Current

Cost: \$110,000

EcoTierra is currently preparing an EIR for the Morrison Hotel Project. The proposed Project (the "Project") would renovate the existing 46,339 square-foot Morrison Hotel and expand it by constructing a new, attached 101,434 square-foot building at the location of the existing surface parking lot adjacent to the east of the hotel. The ground floor of the Project would contain 7,300 square-feet of high-turnover restaurant use, 1,675 square-feet of retail use, 1,950 square-feet of meeting space, and a 3,585 square-foot hotel lobby/bar. Levels 2 through 12 would contain 245 hotel guest rooms. Level 13 would be comprised of three observation decks, green roofs, and 8,075 square-feet of meeting space. Level 14 would be comprised of a 7,865 square-foot rooftop deck containing a pool and two bars. One subterranean level would host a 3,000 square-foot club restaurant/bar. Staff Roles: Craig Fajnor, Principal, Brad Perrine, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

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Neighborhood Self Storage

February 2020 - October 2020

Cost: \$40,480

EcoTierra prepared an Initial Study for the City of Santa Clarita on a proposed Self Storage facility. The proposed Project (the "Project") would involve construction of a three-story, 156,060 square foot storage facility. The U-shaped structure would be 57 feet tall to the top of the proposed clock tower and result in a floor-to-area ratio of approximately 1.59. Access to the storage units is provided via three separate covered loading bays accessed from a larger vehicular courtyard. . Staff Roles: Curtis Zacuto, Principal, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

Housing Elements

January 2021 – March 2022

Cost Range: \$12,000 - \$18,000

EcoTierra prepared an Initial Studies in support of Negative/Mitigated Negative Declarations for the Cities of La Mesa, Imperial Beach, Glendora, El Segundo and Bell Gardens. In Staff Roles: Curtis Zacuto, Principal, , Katrina Hardt-Holoch, Project Manager Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

General Plan Updates

January 2021 - Current

Cost Range: \$185,000 - \$250,000

EcoTierra prepared an EIR for the City of Sierra Madre on the General Plan Update for the Housing, Land Use, Circulation and Safety Element updates. In addition, EcoTierra is currently preparing EIRs for the Cities of Agoura Hills and Chino Hills on their General Plan Updates for Housing, Land Use, Circulation and Safety Element. In Staff Roles: Curtis Zacuto, Principal, Craig Fajnor, Principal, Katrina Hardt-Holoch, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

Bell Gardens

Current

Cost \$18,000

EcoTierra has been recently engaged by the City of Bell Gardens to prepared an Initial Studies in support of Negative/Mitigated Negative Declaration for the City's zoning map update in relation to the City's Land Use changes pursuant to the recently prepared Housing Element Update (in which EcoTierra prepared the environmental analysis). In Staff Roles: Curtis Zacuto, Principal, , Katrina Hardt-Holoch, Project Manager Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

Preform Work in A Timely Manner

Project Management

Our project managers employ a proven project management system that results in high-quality, on-time, and on-budget deliverables to each and every client. We also recognize that success in complying with CEQA really comes down to three basic elements—proper scoping, staffing, and scheduling.

At **EcoTierra**, we see project management and experience with CEQA processing schedules as essential to the successful completion of a task or assignment. Using a detailed scope of work, we determine a timeline for each task in the process, including mandated public review periods and assumptions for internal City review and comment on documents. Our project manager will review the schedule in detail with City staff so that all parties are clear on the process and expectations.

We meet established project timelines and schedules by working efficiently in the following ways:

- We establish realistic schedules, in consultation with our clients, that are typically based on our experience with comparable projects.
- We start by knowing when we want to finish the project and working our way back to a reasonable, feasible schedule.
- We use available data to the extent feasible and avoid unnecessary analyses and data collection.
- We produce quality documents that get it right the first time to avoid endless rewrites and revisions.
- We provide flexibility in providing documents simultaneously or in parallel tracks, depending on the nature of the work and what needs to be done.

We are accustomed to providing deliverables on an accelerated timetable, a practice enabled by the high level of internal collaboration among staff at **EcoTierra** and by the depth of staff resources assigned to a given project.

In addition, because of our extensive background in serving jurisdictions, we know how to anticipate legal and procedural requirements of regulatory agencies, and potential project hurdles associated with the CEQA process, which will enable us to assist the City in overcoming them. Our team members not only solve problems by staying cognizant of project details and technical issues, and applying its resources to creatively resolve any difficulties or issues that may arise during the environmental review process, but are also experienced at asking the right questions, drawing on in-house resources when needed, and providing effective resolutions that comply with CEQA guidelines and respond to any issue at hand. Our goal is to facilitate the environmental review process.

Furthermore, the early identification and resolution of critical issues are imperative to keep a project on track and on schedule, coupled with careful and timely documentation of decisions reached. Based on this approach, we will proactively deal with potential variances from the schedule, early and intelligently, before they become a problem. In addition, our project managers and task leaders will communicate to City staff the impact of any schedule changes necessitated by circumstances outside of our control before or as they occur. These project management tools will result in constant vigilance over schedule and budget performance and consistent communications, with no surprises to the City.

As a small business, we have been structured from the outset to provide maximum flexibility and responsiveness to the needs of our clients. We are not burdened by an extensive management or overhead structure. When an assignment is received, our designated point of contact for the City of South Gate, Curtis Zacuto, will coordinate

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with the City to determine the specific technical needs of the project and would then coordinate with our technical subconsultants to identify the most capable personnel to provide the needed services within the required time frame. This structure also promotes certainty as to the availability of personnel within the specified project time frame.

In addition to our daily activities, we analyze project details on a weekly basis and meet as a company and discuss the week's priorities and deadlines for each project. This weekly and continual monitoring allows us to anticipate project staffing needs and allows us to be responsive to our clients and their needs.

Quality Assurance/Quality Control

As the environmental review consultant to the City, **EcoTierra** would work closely with the City throughout the process, starting with a face-to-face kickoff meeting to review the project, coordinate personnel assignments and set schedule milestones for the completion of key deliverables. We would expect to have regular contact via phone and daily contact via e-mail to keep each other informed as to project progress, information requirements, subconsultant coordination, and any other areas where coordination is required. Typically on our projects, we set regular face-to-face and/or conference call meeting schedules which are held at a frequency as desired by the City.

EcoTierra would be responsible for ensuring that all procedural and technical requirements of CEQA and/or NEPA are met. We would prepare all documents for City review and approval, attend all scoping meetings and hearings and ensure that all procedural and noticing requirements are met. We would expect to work closely with other specialized consultants from the City's previously-approved list that are selected by the City to meet the specific technical needs of a project. We would review all reports provided by these consultants and provide comments that would be focused on ensuring that the analysis provided is sufficient under CEQA and/or NEPA. We would also provide recommendations on technical emphasis and the logic of impact evaluation related to these analyses to ensure that the resulting information that is put forth in the environmental document passes CEQA and/or NEPA muster. **EcoTierra** would utilize technical reports prepared by others to prepare the appropriate technical sections of the environmental document and would prepare all other sections that do not require specialized technical input.

We place particular emphasis on response to comments and final documents. When project environmental documents are challenged in litigation, our experience has been that the courts closely review responses to issues raised in the course of public and agency review of the documents to ensure that the lead agency is responsive to public and agency concerns. In our responses, we strive to be honest, acknowledge errors where appropriate, but offer vigorous defense of our analysis when we believe that a commenter is incorrect. We have found that this approach greatly reduces the risk that a court will find our document insufficient under CEQA and/or NEPA. To the extent that the City Attorney and/or outside counsel are involved in the review of draft and final environmental documents, we find that the document is stronger as a result.

Since **EcoTierra** specializes solely in environmental analysis and documentation, the project management staff can apply all available resources towards regularly upgrading the analytical approach and quality standards. **EcoTierra's** environmental documents are prepared to the standards and requirements of CEQA and NEPA, the latest State CEQA Statute and Guidelines, the Office of Planning and Research guidelines, state planning and zoning laws, and applicable lead agency regulations, in this case, the environmental documents are always prepared in a manner that meets **EcoTierra's** exacting standards of quality, with specific emphasis placed on a clear and substantive writing style.

EcoTierra Budget Cost Control Approach

For every project, **EcoTierra's** project manager establishes a cost budget table which is referred during the entire environmental process to keep costs on track. This table is shared with staff working on the project and hours are assigned to staff per task. The project manager monitors weekly staff time applied to projects and can quickly keep see if there is a particular problem or issue that would result in escalation of hours/costs. **EcoTierra** project manager addresses the issue/problem with staff and Principal-in-Charge.

Cost control on all of our projects is achieved through the use of cost tables that we include with our invoice submissions which track billings against task budgets so that the City can see the status of billing and compare to percentage of work complete on a monthly basis. In project budgets, we provide fixed amounts for all tasks that are wholly under the control of **EcoTierra**, such as preparation of a screencheck draft document, which will not be exceeded unless the project changes. For tasks that are partially under our control such as review and revision tasks, we will provide estimated costs and provide the basis for our assumptions (e.g., number of review cycles). We will adhere to these budgets without question as long as the assumptions are not exceeded. For tasks that are out of the control of either **EcoTierra** or the City, such as responses to public comments, we can provide an estimate at the beginning of the environmental review process, but with the understanding that this will need to be re-visited when the scope of the task can be ascertained (i.e., after the close of the public review period).

EcoTierra is committed to providing cost-effective services to all of our clients. In addition to his management responsibilities, Mr. Fajnor is the Chief Financial Officer for the firm and has continual access to up-to-date accounting, cost and budget information for the firm's projects. This information allows us to closely monitor the financial performance of all projects and identify potential problem areas early to allow for coordination and resolution with the client in a timely manner. As part of the initial organization of the project team for a particular assignment, a cost estimate will be developed that reflects the best estimates of the issues to be addressed and the likely levels of public and agency involvement and reaction to a project. However, one of the unavoidable characteristics of the environmental review process is that there are a number of steps, primarily those associated with public review and participation, which are beyond the control of **EcoTierra** and the City. It is particularly important that these steps be closely monitored, as they often require budget modifications if the response to a project turns out to be more extensive than originally anticipated. Continuous monitoring, data collection and analysis, and communication are the keys to addressing these issues in a manner that is appropriate and fair to the City, the applicant, and the consultant team.

In any event, we will maintain close communication with the City throughout the process to ensure that costs are closely tracked in order to avoid surprises to the City and/or project applicant.

D. PERSONNEL

EcoTierra will serve as the primary consultant and project manager on all City of South Gate projects. **EcoTierra** staff will review all technical reports provided by the City staff and will assess the environmental impacts and provide guidance on CEQA compliance.

EcoTierra is teaming with the following firms which have the capacity to prepare environmental documentation for the City:

- **SWCA Environmental Consultants, Inc.** (Biological Resources and Cultural Resources)
- **Gibson Transportation Consulting, Inc.** (Traffic and Transportation)

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EcoTierra staff has worked with these subconsultants for many years, and, as such, our services are seamless to clients. **EcoTierra** has the capacity to perform the required services and is sufficiently staffed and outfitted to perform the required services.

Figure 1, presents an organization chart of the **EcoTierra** Consulting's team.

EcoTierra Team

Descriptions of the **EcoTierra's** team personnel are provided below. Resumes for team members detailing qualifications and experience are included in **Appendix A**.

Curtis Zacuto

Mr. Zacuto, Co-Founder and Principal of **EcoTierra**, has 33 years of experience in preparing CEQA documents and specializes in urban and rural projects and has managed large and complex and controversial projects throughout the Southern and Central California region. Mr. Zacuto from will be the primary liaison with the City and primary Project Manager. Prior to founding **EcoTierra** with Mr. Fajnor, Mr. Zacuto served in a senior management position at other environmental consulting firms in addition to working in the public sector and serving 13 years as a Planning Commissioner. Within his tenure, Mr. Zacuto served as Principal Campus Environmental Planner for UCLA, where he oversaw implementation of the campus' Long-Range Development Plan (and its update) with numerous campus development projects requiring Categorical Exemptions, Initial Studies and EIRs and their accompanying technical studies. In addition, Mr. Zacuto has extensive experience with urban infill development and has direct experience with projects that are highly visible and controversial. Some of these projects include Walmart development proposals in various locations in California, as well as increased density development projects in the Los Angeles basin area. Other recent experience includes *Housing Element Updates*, *Rialto Peer Review for Olive Avenue Development EIR*, *Santa Monica 1633 26th Street*, *La Verne Baseline Road SFR and Annexation MND*, *Anaheim Hills Holden Senior Housing Facility Categorical Exemption*, *Santa Clarita Neighborhood Storage MND*, *San Bernardino Fast5Xpress Car Wash MND*, *San. Bernardino Development Code MND and Neighborhood Self Storage IS/MND*. Mr. Zacuto will be available to provide strategic direction and work product quality control, and will provide project scoping, and budgeting. Percentage of time on spent on City projects would be 80%.

Craig Fajnor

Mr. Fajnor, Co-Founder and Principal of **EcoTierra**, has 38 years of experience in urban planning, including 21 years of experience exclusively in the field of environmental planning and documentation. Prior to founding **EcoTierra** with Curtis Zacuto, Mr. Fajnor served in a senior management position at various consulting firms for over 15 years and operated an independent consulting practice for more than four years. Mr. Fajnor specializes in urban projects and has managed large and complex projects throughout the Southern California region. Mr. Fajnor brings hands-on experience in all forms of environmental documentation which may be needed to meet the requirements of CEQA and NEPA. Some of his experience include urban, infill, high-profile projects like the *Staples Center*, *Wilshire Grand* (tallest building in the Western U.S.) and *Agoura Hills General Plan Update*, *Los Angeles Air Force Base*. Recent projects include *Vermont Corridor*, *The Reef*, *Plaza El Segundo*, *Corporate Campus*, *ICON Panorama and Bakersfield Commons*, and all of the listed projects for the City of El Segundo to name a few. Mr. Fajnor will be available to provide strategic direction and work product quality control. Percentage of time on spent on City projects would be 10%.

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Katrina Hardt-Holoch, AICP

Ms. Hardt-Holoch is a Senior Project Manager with over 22 years of experience managing and preparing CEQA and NEPA environmental documents. She leads and directs multidisciplinary teams conducting environmental review and compliance activities for a variety of projects, including mixed-use and residential development, educational/institutional facilities, commercial and light industrial development, recreational facilities, master and specific plans, roadway and bicycle facilities, rail, restoration, and general plan updates. Ms. Hardt-Holoch has recently been involved with urban infill projects such as the *Housing Element Updates*, *La Verne Baseline Road SFR and Annexation MND*, *Gelsons Market MND*, *1633 26th Street EIR*, *Rialto Peer Review for Olive Avenue Development EIR* and many others. Ms. Hardt-Holoch will be available to provide strategic direction, work product quality control, and document preparation. In addition to these duties, Ms. Hardt-Holoch will also be assigned as a Project Manager depending upon the project and her availability. Percentage of time spent on City projects would be 60%.

Lainie Herrera

Ms. Herrera is a Senior Project Manager with over 19 years of experience managing and preparing CEQA and NEPA environmental documents. Her experience includes residential, office, mixed-use, institutional, recreation, and infrastructure projects, for which she coordinates between agencies, applicants, consultants, and attorneys to certify CEQA documents as part of the overall project entitlement process. Ms. Herrera has been directly involved in a number of infill projects, such as *Los Angeles Air Force Base*, *Wilshire Grand*. In addition, she worked some recent projects such as *Rialto Peer Review for Olive Avenue Development EIR*, *Woodley Avenue IS/MND*, *Plaza El Segundo*, *Wilshire Grand*, projects to name a few, as well as programmatic EIRs (e.g., *Los Angeles Community Plan Update Program*). Ms. Herrera also has experience with community outreach, land use entitlements and findings, and public hearings. She will provide environmental document preparation and work product quality control back-up. Percentage of time spent on City projects would be 10%.

Brad Perrine

Mr. Perrine is a Senior Project Manager with over 15 years of experience writing and managing environmental analyses for public and private sector clients in compliance with the California Environmental Quality Act, including five years of project management experience. Mr. Perrine's project experience includes utility and flood control infrastructure, suburban subdivision and retail center development, light industrial warehousing, and high-density multi-family and mixed-use infill development in urbanized environments. Project reports include findings supporting categorical and community plan exemptions, initial studies with mitigated negative declarations, and environmental impact reports for both project-specific and programmatic-level analyses. His responsibilities include the following: management of projects; project budgeting and scheduling; work product quality control; conducting research and writing various document sections; and coordination with regulatory agencies and subcontractors. Percentage of time spent on City projects would be 30%.

Shayne Lipsey

Ms. Shayne Lipsey is a Project Manager with more than 31 years of experience in environmental and land use planning. Ms. Lipsey's experience includes both the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Ms. Lipsey has prepared and co-managed a variety of environmental review documents, including Environmental Impact Reports, Initial Studies, Negative Declarations and Mitigated Negative Declarations, Environmental Assessments, Addenda, Mitigation Monitoring and Reporting Programs, and other focused environmental analyses. Recently she has assisted in *Housing Element Updates*, *The Plaza at Santa Monica*, *Red Apple Pavilion* and *San Bernardino*

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Development Code update to name a few. Her diverse project experience includes commercial/retail, mixed-use, single- and multi-family residential, institutional, and master planned developments throughout Southern California. Ms. Lipsey will assist with the preparation of environmental documentation. Percentage of time on spent on City projects would be 10%.

Jenny Mailhot

Ms. Mailhot, Project Manager from has more than 24 years of experience in the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Ms. Mailhot has acted as a day-to-day contact for clients, agency staff, and attorneys, providing valuable insight to the environmental constraints of various projects. She has managed and prepared documentation for highly controversial projects, including: residential, retail, office, mixed-use, institutional, recreational, museums, and infrastructure projects. Ms. Mailhot will assist with the preparation of environmental documentation and will be assigned as a Project Manager depending upon the project and her availability. Percentage of time on spent on City projects would be 60%.

Jennifer Johnson

Ms. Johnson, Senior Environmental Planner has over 22 years of experience in land use analysis and preparation of environmental review documents pursuant to CEQA and NEPA. Ms. Johnson has assisted and managed projects involving the preparation of environmental documentation for both private and public sector clients. Ms. Johnson has been involved in numerous types of projects, including but not limited to, high-density residential projects, mixed-use projects, office projects, educational/institutional projects, and entertainment and sporting facility projects. Ms. Johnson has been involved with Mr. Fajnor in a number of urban in-fill projects. Her responsibilities include the following: management of projects; project budgeting and scheduling; work product quality control; conducting research and writing various document sections; and coordination with regulatory agencies and subcontractors. Percentage of time on spent on City projects would be 30%.

Katie Wilson

Ms. Wilson is a Senior Air Quality and Noise Specialist and has 16 years of experience preparing air quality, GHG, health risk assessments, and noise technical studies. Ms. Wilson is proficient in CalEEMod, EMFAC, AERMOD, CALINE, FHWA Traffic Noise Prediction Model (FHWA-RD-77-108), Roadway Noise Construction Model (RCNM), and Sound Plan Essential. Ms. Wilson has extensive experience in acoustical, air quality, greenhouse gas (GHG) and health risk impact assessment analyses for public and private sector projects throughout California. She has directed and assisted on hundreds of projects involving air quality and acoustical impact analyses, with an emphasis on accurate and defensible analyses performed in support of CEQA and/or NEPA environmental documentation. Ms. Wilson will prepare all air quality, greenhouse gas emissions, energy and noise studies. Percentage of time on spent on City projects would be 20%.

Marisa Wyse

Ms. Wyse is an Environmental Planner with over 18 years of experience managing and preparing CEQA and NEPA environmental documents. Ms. Wyse also serves as a Project Manager for MNDs and CEs. She has assisted and managed projects involving the preparation of environmental documentation for both private and public sector projects. Her project experience includes roadway improvements, park development, public facility land use, mixed-use development, hospital/medical facility development and expansion, school development, and energy facility construction. Ms. Wyse will assist with the preparation of environmental documentation. Percentage of time on spent on City projects would be 50%.

Figure 1 Organizational Chart

SWCA Environmental Consultants, Inc.

Pasadena Office
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SWCA Environmental Consultants, Inc. (SWCA) is one of the largest environmental consulting companies in the United States with a focus solely on environmental science. With specialized expertise in natural and cultural resources management, permitting, land use planning and California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, SWCA help's clients in both the public and private sectors achieve their objectives by reconciling potential conflicts between human activities and environmental quality, using sound science to develop creative solutions.

Since 1981, SWCA has grown into a large business with more than 1,100 employees in 37 offices throughout the United States, including six offices in California. Collectively, SWCA's Pasadena, San Diego, San Luis Obispo, Sacramento, San Francisco and Half Moon Bay, offices have provided a wide range of biological, cultural, planning, permitting, and compliance services for clients throughout California.

Representative projects that SWCA has worked on in the last five years include the *City of Corona General Plan Update and Environmental Analysis*, *Santa Ana General Plan Update*, *San Bernardino County Web-Based Countywide General Plan and Environmental Impact Report (EIR)*, and *Southern California Association of Governments 2020 RTP/SCS Program EIR*.

SWCA holds on-call contracts with the cities of Los Angeles, Pasadena, South Pasadena, Santa Clarita, and Thousand Oaks.

SWCA's experienced staff can provide our clients with the following services:

- Natural resources surveys, management, and compliance
- Cultural resources management
- Paleontological resources management
- Regulatory permitting (e.g., Clean Water Act 404 and 402, Army Corps of Engineers, California Fish and Wildlife)
- CEQA and NEPA documentation
- Environmental compliance monitoring

John Dietler, PhD., RPA, Vice President

Dr. Dietler is the Southern California Vice President and an archaeological principal investigator. He leads SWCA's Southern California operation, providing strategic direction and leadership in the region's financial performance, business and client development, staff management, and in maintaining its reputation for high-quality scientific and technical consulting.

Debi Howell-Ardila, M.H.P., RPA Senior Architectural Historian

Ms. Howell-Ardila is an award-winning historic preservation professional with 16 years of experience in environmental compliance, historic resources assessments, survey, and documentation. She has extensive

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experience in researching and writing about California's architectural history as well as applying the regulatory framework of its diverse cities to the built environment.

Jacqueline Bowland Worden, B.A., Natural Resources Project Manager

Ms. Worden is a project manager with the natural resources group, and a lead biologist with over 40 years of experience in Southern California. She is a terrestrial wildlife and restoration biologist and botanist, and a senior project manager for biological, environmental, and land use planning studies.

Elizabeth Denniston, M.A., RPA, Senior Archaeologist

Ms. Denniston has more than 24 years of experience in cultural resources management, meets the Secretary of the Interior's professional qualification standards in both history and archaeology, and is a member of the Register of Professional Archaeologists.

SWCA Project Experience

- **East Los Angeles College Satellite Campus Master Plan Cultural Resources Services.** SWCA was retained by Terry A. Hayes & Associates, LLC on behalf of Los Angeles Community College District (LACCD) to prepare the cultural resources technical report and Environmental Impact Report (EIR) section for a proposed new community college satellite campus. The proposed campus would reuse the former Firestone Tire & Rubber plant, the first buildings of which were designed by Curlett & Beelman in 1927. The property was intensively surveyed for historic significance. Five California Register-eligible buildings, gateposts and walls, one eligible outbuilding, and one eligible historic district were identified as part of the built environment survey. The research design included preparation of a historic context statement, which explored identified themes of Mexican and later California rancho development, the advent of railroads in southern California, twentieth century commercial and residential growth, labor disputes, deed restrictions, "white flight", and the global tire trade.

Firestone Tire & Rubber Company, South Gate Historic District was identified as a result of the survey. The archaeological survey did not reveal any historic or prehistoric archaeological resources. The related records and literature search and surveys revealed a low sensitivity for historic-period archaeological resources, and a low sensitivity for prehistoric archaeological resources in the project area. SWCA's integrated, multi-disciplinary approach enabled effective collaboration among built environment and archaeological specialties. In addition, previous experience in the project study area and practical experience on university and school projects helped speed the project along, and resulted in SWCA's being included on two architectural master planning teams competing to design the next phase of the project.

- **Gage Street Median Islands Project Cultural Resources Survey Los Angeles, CA.** SWCA provided a Phase I cultural resources assessment in support of the Gage Street Medians Islands Project, which proposed to repair and rehabilitate the deteriorated center median islands along Gage Street between Avalon Boulevard and Central Avenue in the City of Los Angeles. SWCA conducted a cultural resource records search, a Sacred Lands Files search, coordination with local tribal groups, intensive pedestrian survey, and review of historical maps, aerial photos, and literature in order to determine whether any cultural resources have been previously documented or are likely to occur in the project area, and to make recommendations for avoiding adverse impacts to those resources as a result of project implementation. The study resulted in the identification and evaluation of two resources which were assessed for state and local eligibility as part of the project.

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- **Historical Structures Evaluation for Van Ness Recreation Center and Bathhouse Improvements Los Angeles, CA.** LADPW BOE retained SWCA to prepare a cultural resources technical report in support of the proposed Van Ness Recreation Center and Bathhouse Improvements Project at 5720 2nd Avenue in Los Angeles. LADPW BOE proposes to replace the pool and bathhouse at Van Ness Recreation Center, which included demolition of the existing swimming pool, bathhouse/pumphouse, and pool deck, as well as construction of a new pool tank, pool deck, bathhouse/pumphouse, as well as installation of new pool accessories and service equipment. SWCA conducted a cultural resource records search and literature review, including Sacred Lands File search and Native American outreach an archaeological sensitivity analysis, and a historical and architectural assessment of the subject property. The 1950s pool and bathhouse facility was recommended ineligible for federal, state, and local listing, and was therefore determined not to be a historical resource for the purposes of the California Environmental Quality Act.
- **Algin Sutton Pool Replacement and Bathhouse Renovation Project Los Angeles, CA.** SWCA was retained by Lehrer Architects LA and the City of Los Angeles to prepare historical and archaeological evaluations in support of the Algin Sutton Pool Replacement and Bathhouse Renovation project, which proposed to replace the pool, renovate the bathhouse, and expand an existing parking lot at Algin Sutton Recreation Center. SWCA conducted a cultural resource records search and literature review, including Sacred Lands File search and Native American outreach an archaeological sensitivity analysis, and a historical and architectural assessment of the subject property. SWCA collected archival information on the pool and bathhouse at the Algin Sutton Recreation Center, and documented the historical development from its origin as the Manchester Playground in 1926. An intensive-level built environment survey of the project area was conducted to document the current conditions. The pool and bathhouse facility were recommended ineligible for listing on the National Register, the California Register, and as a City of Los Angeles Historic-Cultural Landmark. As such, it was recommended that no known historical resources would be impacted by the proposed project.
- **Salt Lake Park Splash Pad Cultural Resources Services.** SWCA was retained by the City of Huntington Park to conduct a cultural resources study in support of the proposed Salt Lake Park Splash Pad Project. The 5,728-square-foot (0.13-acre) project area is situated within Salt Lake Park, located at 3401 East Florence Avenue within the City of Huntington Park in Los Angeles County. SWCA conducted cultural resources studies in compliance with Section 106 of the National Historic Preservation Act in support of a proposed splash pad project. The project included records search, archaeological and built environment survey, interested parties coordination, preparation of Department of Parks and Recreation (DPR) 523 forms, and evaluation of identified resources for eligibility for federal, state, or local listing.
- **Travertine Development Project.** SWCA was retained to conduct cultural and paleontological studies in support of this land development project on lands managed by the Coachella Valley Water District, private interests, the Bureau of Reclamation, and others, near Palm Springs, California. The project abuts lands managed by the Bureau of Land Management (BLM), requiring BLM permits and review. Due to the multiple land ownerships, the project is being completed under CEQA and NEPA. The project involves recordation and evaluation of an archaeological district. SWCA's technical studies included multiple cultural resources surveys, a paleontological study using the BLM Potential Fossil Yield Classification system, cultural resources sensitivity analysis, Native American coordination, and the preparation of the corresponding technical reports.

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- **Southern California Edison On-Call Contract for Natural, Cultural, and Water Resources Services.** SWCA has held on-call contracts for environmental planning, cultural, paleontological, and biological resource consulting services with Southern California Edison (SCE) since 2011. Individual task orders are performed throughout SCE's coverage area, and they support a variety of projects, including pole replacements, idle facilities, network upgrades, and emergency response. SWCA has completed more than 2,400 projects on both private and public lands across southern California in coordination with agencies such as the BLM, the Department of Defense, Angeles, Inyo, San Bernardino, Los Padres, and Sequoia National Forests, as well as Native American tribes and nations.

The SWCA team includes biologists in offices strategically located throughout SCE's service area, and we have provided special-status species surveys, studies, and mitigation programs under this contract. SWCA natural resources staff have successfully completed projects including deteriorated pole replacements, Grid Reliability and Maintenance (GRM), and California Public Utilities Commission General Order 131-D project types covering diverse geographies and natural resources throughout the SCE service area.

For the cultural/paleontological resources portion of the contract, SWCA's team has conducted archival and records searches, site surveys, site recordation and evaluation, archaeological test excavation and resource evaluations, archaeological and paleontological monitoring, paleontological resources mitigation and monitoring plans, and emergency response projects. SWCA has conducted archival research and records searches for large and small projects at numerous California Historical Resources Information System Information Centers.

- **West of Devers Project Management Support.** SWCA provides a full-time project manager and compliance monitor for the Southern California Edison West of Devers Project in Riverside County. The SWCA project manager is on-site daily for this project, which includes removing and replacing 48 linear miles of existing 220-kV transmission lines with new double-circuit 220-kV transmission lines. The work area extends from the City of Desert Hot Springs westerly through Banning, ending in southwestern San Bernardino County. Project management support includes project site visits, discussing/determining strategy to avoid impacts, report reviews, reporting to lead agencies, and compliance enforcement. The SWCA on-site project manager acts in the interest of the client and is knowledgeable of all project documents and requirements, including Final Environmental Impact Report, USFWS Biological Opinion, Mitigation Monitoring, Compliance, and Reporting Plan, Incidental Take Permit, both the Western Riverside MSHCP and the Coachella Valley MSHCP, Certificates of Inclusion, CDFW Section 1602 Lake or Streambed Alteration, Section 401 Water Quality Certification, Fugitive Dust Emission Control Plan, and Cultural Resources Management Plan.
- **2020 Regional Transportation Plan/Sustainable Communities strategy Program Environmental Impact Report.** SWCA was retained by Impact Sciences, Inc. to provide environmental services in support of the Southern California Association of Governments (SCAG) Program Environmental Impact Report (PEIR) for the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) in accordance with environmental compliance procedures under federal metropolitan planning law and regulations, CEQA statutes and guidelines, and other relevant federal and state environmental laws and regulations. SWCA conducted biological, cultural, and paleontological resources studies in support of the 2020 RTP/SCS PEIR. SWCA provided in-depth analysis of potential impacts to federally and state-listed plants and animals, jurisdictional waters, wildlife corridors, and locally sensitive resources throughout the entire six-county SCAG region, including the Coachella Valley. SWCA developed a comprehensive report, in support of the

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EIR, that described the current biological, cultural and paleontological resources within the region and evaluated the significance of the potential impacts that would result from implementation of the proposed 2020 RTP/SCS. In addition, SWCA provided a framework of mitigation measures for subsequent, site-specific environmental review documents prepared by lead agencies to reduce identified impacts.

- **RePower Wind Project.** SWCA was retained to conduct technical studies in support of this wind repower project on lands managed by the BLM and the Coachella Valley Water District near Palm Springs, California. The project involves the replacement of approximately 500 existing wind turbines with 327 Ogin OE20 100-kW wind turbines. SWCA's technical studies included a jurisdictional wetland delineation, a cultural resources survey, a paleontological study using the BLM Potential Fossil Yield Classification system, air quality and greenhouse gases studies, aesthetics and visual impacts, noise and vibration analysis, and the preparation of the corresponding technical reports. SWCA also provided state and federal jurisdictional waters permitting support. The first phase of this project was permitted through the City of Palm Springs for the private lands portion, and the second phase was permitted through a joint NEPA/CEQA analysis.
- **City of Corona General Plan Interim Technical Update and Environmental Analysis.** The City of Corona initiated the process to prepare an interim technical update to its General Plan. The City's General Plan was last comprehensively updated in 2004 along with environmental analysis and is still the City's guiding land use document to the year 2025. The update did not substantially alter the outcomes of the visioning process that founded the 2004 update, but rather ensured that all technical data and policies remain current, relevant, and effective to ensure that the document successfully guides decisions and activities carried out by the City's decision makers and city staff.

In addition to evolving conditions within the City related to traffic, air quality, and climate change, and several other topics, legislation at the state level has also been developed that mandates the expansion of certain topics within the General Plan, which this update also addresses. SWCA analyzed, compiled, and synthesized known data on cultural resources, including archaeological, Native American, and historic built environment resources, as well as paleontological and biological resources. The compiled data were used to characterize baseline conditions and make recommendations for managing these resources going forward.

- **Santa Ana General Plan Update.** SWCA Environmental Consultants (SWCA) was retained by PlaceWorks to conduct archaeological and paleontological resources studies supporting the City of Santa Ana (City) General Plan Update Program Environmental Impact Report (PEIR). SWCA is preparing a technical report for archaeological resources that discusses the regulatory environment, cultural setting, existing conditions, potential project impacts, and recommended avoidance and mitigation measures as appropriate to address archaeological and paleontological resources consistent with CEQA.
- **San Bernardino County Web-based Countywide General Plan and Environmental Impact Report.** SWCA conducted cultural and paleontological resources studies in support of a Web-based Countywide Plan and a PEIR for the County of San Bernardino. SWCA provided Native American consultation support, conducting records searches for cultural and paleontological resources to summarize the existing conditions and inform a sensitivity analysis for the plan area, which includes Community Plan Area within unincorporated portions of San Bernardino County.

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Gibson Transportation Consulting, Inc.

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Gibson Transportation Consulting, Inc. (GTC) Gibson Transportation Consulting, Inc. (GTC) specializes in the preparation of technical studies that analyze the potential transportation impacts for development projects suitable for all entitlement paths, including Environmental Impact Report preparation, Mitigated Negative Declaration submittals, and Categorical Exemptions. Our familiarity with the recent State of California mandate requiring analysis of vehicle miles traveled, as well as our extensive experience resolving traffic issues ranging from small parking lot configurations to massive circulation network improvements for professional sports venues and major theme parks, demonstrates our ability to manage multiple projects of any size and deliver within time and budget constraints. GTC prepares neighborhood traffic management plans, bicycle and pedestrian studies, transportation demand management plans, general and specific plans, and multimodal, rideshare and transportation network company planning, and micro-transit planning. GTC has the capability to build complex traffic model simulations to visually evaluate the effects of increased traffic demand, travel lane modifications, and evaluate design constraints and opportunities. GTC is sensitive to the effects of development on adjacent neighborhoods, providing consulting to communities to address cut-through traffic, excessive speeds, and on-street parking shortfalls. We work collaboratively with multi-disciplinary teams to produce clear, logical, and comprehensive technical reports and we excel in interaction with the public and with decision-makers to explain the analyses and the mitigation programs contained in those reports. We work on a wide variety of projects that vary in size and scope and our primary goal is to effectively serve all of our clients.

GTC provides ongoing transportation consulting for the City of Monrovia, including traffic and parking studies, bicycle and pedestrian analyses, speed surveys, school safety studies, and the review of traffic impact reports on behalf of the City. We also assisted the City of Monrovia in preparing and implementing the award-winning GoMonrovia program providing micro-mobility and shared-mobility options to all residents and visitors. GTC served as the transportation planner for the San Fernando Corridors Specific Plan, which received the APA Los Angeles 2020 Award of Excellence: Comprehensive Plan (Small Jurisdiction), and led the transportation studies for the award-winning Memphis Aerotropolis: Airport City Master Plan in Memphis, Tennessee and the shared parking element of the award-winning Fullerton Transportation Center (FTC) Specific Plan for the City of Fullerton. We are currently assisting the City of Buena Park with a parking plan for Beach Boulevard and previously assisted the City on planning the traffic and parking requirements for its growing E-Zone entertainment district. Other recent projects include parking, traffic and planning studies for the Cities of Alhambra, Anaheim, Arcadia, Brea, Burbank, Cerritos, Claremont, Costa Mesa, Culver City, Downey, Irvine, Los Angeles, Manhattan Beach, Monrovia, Palmdale, Pasadena, Pomona, Roseville, San Fernando, San Marino, Santa Clarita, Santa Monica, Sierra Madre, West Hollywood, and Whittier, California; the City of Fairfax, Virginia; the Port of Los Angeles; and the California Department of Transportation.

GTC is a certified Small (Micro) Business Enterprise with the State of California and a Local Small Business Enterprise with the County of Los Angeles.

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Richard Gibson, LEED Green Associate, Senior Associate

Richard Gibson has extensive experience in the preparation of traffic and parking studies in Los Angeles and San Diego. Rich currently provides ongoing transportation consulting for the City of Monrovia, including traffic and parking studies, bicycle and pedestrian analyses, speed surveys, and the review of traffic impact reports on behalf of the City. He is currently conducting parking and access studies for proposed Metro Gold Line stations in Glendora, San Dimas, La Verne, and Claremont, as well as transportation studies in Commerce, Glendale, San Ramon, and throughout Los Angeles. He is currently preparing a Specific Plan analysis for a large mixed-use development in Claremont and CEQA transportation assessments for numerous residential projects.

He conducted transportation studies for The Ford Theatres, The Citadel Outlets, The Gardens Casino, and the City of San Fernando. Other key projects include a traffic impact fee update and residential trip generation study for the City of Arcadia, transportation and parking analyses for Pepperdine University, and transportation studies for Westfield's shopping center expansions at Santa Anita, Valencia Town Center, Carlsbad, North County, and UTC.

Brian Hartshorn, Senior Associate

Brian Hartshorn has extensive experience preparing large and small scale transportation impact reports, including new development, redevelopment, land use modifications, general plan amendments, parking, access and circulation review studies throughout Southern California. Brian specializes in complex network analyses, coordinated systems analyses, large data collection projects, specific plans, and micro-simulation modeling, as well as conducting technical peer reviews of analyses/documentation to ensure product accuracy.

Brian recently created micro-simulations and circulation studies for NBCUniversal to demonstrate the effect of freeway ramp alternatives and driver travel times, and toll plaza discharge rates. He built a micro-simulation for the Downtown Los Angeles Streetcar alignment to test travel speeds and delays within the corridor which required application of advanced detection and priority signal phasing. Other micro-simulations have been calibrated to test pedestrian movement through busy intersections, including "scramble" type operations and/or grade separated crossings, as well as public transit stops, fixed rail systems, and bicycle corridors. He is currently involved in several circulation improvement projects for area schools with complex pick-up and drop-off activities, as well as managing large scale data collection efforts for projects requiring annual reporting of trip caps. Ongoing and recently completed projects include traffic impact studies for large transit-oriented developments and mixed-use projects throughout the area, including Cumulus District, Angels Landing, and College Station, among other similar uses in Chinatown, Downtown, and those clustered near high-volume transit corridors, and continues to work on redevelopment projects from San Diego to Los Angeles.

Casey Le, P.E. Associate

Casey Le has over seven years of experience conducting a variety of transportation impact, parking, site access, and circulation studies that required analysis of intersections, freeways, alternative transportation modes, construction periods, and field data collection.

Casey is currently conducting technical analyses for various studio and creative office developments in Los Angeles including both large campus expansions and new developments. Ongoing projects include a multitude of mixed-use and transit-oriented developments throughout the area such as Angels Landing, Buena Vista, and the Vermont Manchester Transit Priority Project, among other similar uses in Hollywood, Chinatown, and Downtown. Casey also assisted in technical analyses and traffic studies for California State Polytechnic University, Pomona; California State University, Los Angeles; Irvine Spectrum Center; Crossroads Hollywood; College Station; The Premier on First; Westfield Promenade; and The Citadel Outlets, as well as a master plan development in the City of San Ramon. She also prepared transit and arterial analyses for a large-scale city-wide traffic congestion improvement program and for a neighborhood traffic management plan in Los Angeles.

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Prior to joining GTC, Casey served an internship at The Irvine Company, where she performed travel time studies, arranged designated signage, and provided a new shuttle design for the shuttle service operations at Fashion Island Shopping Center.

Before graduating from the University of California, Los Angeles with a degree in Civil Engineering, Casey worked with the Luskin Center for Innovation at the University to assist in piloting research design to explore the traffic conditions in downtown Los Angeles.

Gibson Project Experience

Gibson Transportation Consulting, Inc. (GTC) prepared transportation studies for some of the largest and most controversial development projects in Southern California including Hollywood Crossroads, Century City Center, Playa Vista, the NBCUniversal Evolution Plan, Bakersfield Commons, and Wilshire Grand Center. GTC is currently conducting transportation analyses for Disneyland, Hollywood Central Park, The Greek Theatre, the Academy Museum of Motion Pictures, the Los Angeles County Museum of Art, and the University of Southern California at both its University Park and Health Sciences campuses, as well as studies for multiple school, residential, hotel, hospital, mixed-use and transit oriented developments. GTC led the transportation studies for the award-winning Memphis Aerotropolis: Airport City Master Plan in Memphis, Tennessee and recently completed studies for City of Hope, Providence Hospitals, and The Huntington Library, Art Collections, and Botanical Gardens.

In South Gate, GTC has provided access, circulation, and parking consultation for a proposed fast-food restaurant with a drive-thru. Nearby, GTC has served the City of Commerce as an on-call consultant since 2016 and is currently completing a Complete Streets Corridor Study to identify any improvements that could improve traffic operations while increasing safety for all corridor users, especially pedestrians. GTC also completed studies for The Citadel, AltaMed Health Services, and the Telegraph & Washington Mixed-Use Project. GTC is currently preparing, or recently prepared, studies for projects in Compton, Downey, Norwalk, Pico Rivera, Santa Fe Springs, Vernon, and Watts.

GTC prepared the shared parking element of the award-winning Fullerton Transportation Center (FTC) Specific Plan for the City of Fullerton and worked with the City of Buena Park planning the traffic and parking requirements for its growing E-Zone entertainment district. GTC also participated in the planning to modernize downtown Fairfax, Virginia and better connect it to George Mason University approximately one mile south. Other recent projects include parking, traffic and planning studies for the Cities of Alhambra, Anaheim, Arcadia, Brea, Burbank, Cerritos, Claremont, Costa Mesa, Culver City, Downey, Irvine, Los Angeles, Manhattan Beach, Monrovia, Palmdale, Pasadena, Pomona, Roseville, San Fernando, San Marino, Santa Clarita, Santa Monica, Sierra Madre, West Hollywood, and Whittier, California; Caltrans; and the Port of Los Angeles.

GTC is currently serving, or has recently served, on numerous benches/on-call contracts throughout Southern California, including contracts with the City of Los Angeles, County of Los Angeles, Los Angeles World Airports, Los Angeles Unified School District, and Los Angeles Community College District. GTC also holds on-call contracts with the Cities of Brea, Burbank, Commerce, and West Hollywood and serves as the City Traffic Engineer for the City of Monrovia.

Gibson Transportation Consulting, Inc. (GTC) has a wide variety of experience including:

- **Vision Agua Caliente Master Plan.** GTC recently prepared a traffic study for the Vision Agua Caliente Master Plan for an 18-acre section of land within Section 14 of the Agua Caliente Indian Reservation and the City of Palm Springs. The project, proposed by the Agua Caliente Band of Cahuilla Indians (the Tribe),

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included the expansion of the Spa Resort Casino and the development of a 350-room hotel, as well as meeting space, mixed-use/cultural/retail space, a spa/fitness center, and parking. GTC analyzed the impacts of the project on 37 intersections and 27 street segments. It identified a mitigation program for project impacts consisting of fair-share contributions to mitigation measures identified in the Section 14 Specific Plan. GTC worked with the Tribe and the City Public Works department in preparing the study and provided support through its successful entitlement.

- **Truax Development in Old Town Temecula.** GTC prepared a parking analysis for the proposed Truax Development in Old Town Temecula. The development would add four buildings to the existing Truax Building, including the 180 room Truax Hotel, the 150,000 square foot Temecula Marketplace, The Truax Annex health club, executive suites, and recreation deck, and an automated garage with approximately 500 spaces.

GTC developed a shared parking model to estimate the projected parking demands based of the Project's proposed development and anticipated operation. The Project's parking demand projections were incorporated into the development of a larger shared parking model that encompassed Old Town Temecula. The overall future parking demand was then expanded to estimate the areawide parking demand on an annual basis. A parking fee schedule was then developed and combined with elements of the annualized parking demand in order to prepare parking revenue projections, estimated receipts, and operating costs.

- **Old Town area of Indio.** GTC staff also participated in a parking study for the Old Town area of Indio to address existing merchant and customer concerns and on a team developing a new master plan for the Fantasy Springs Resort Casino in Palm Springs, California that included both on-site parking and circulation as well as off-site roadway improvements including upgrades to the I-10/Golf Center Parkway interchange and improvements to Indio Springs Drive and Vista del Norte.
- **Highway 111 & Washington Street in La Quinta.** GTC staff prepared a traffic impact report for a proposed retail mixed-use development on the corner of Highway 111 & Washington Street in La Quinta. Since both of these streets are very important thoroughfares in the area, coordination with the City and with Caltrans was extensive throughout the project.
- **El Paseo.** In Palm Desert, GTC staff prepared a circulation study for El Paseo, a collection of boutique and neighborhood centers located on Palm Desert Drive, and a traffic impact study for the expansion of the Westfield Palm Desert shopping center that included an evaluation of the existing access and internal circulation systems for the shopping center as well as the projection of future traffic conditions after the expansion.
- **City of Arcadia.** Gibson Transportation Consulting prepared a traffic impact fee update for the City of Arcadia to determine the appropriate trip-based traffic impact fee to charge future projects in the City based on the projected traffic growth and the required transportation improvements to support that growth. The update involved projecting traffic growth for the City over a 20-year period based on known projects, regional growth, and General Plan land use designations.
- **City of Hope Hospital and Research Center.** Gibson Transportation Consulting conducted an extensive analysis of current trip generation patterns at The City of Hope Main Campus and prepared a detailed

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traffic impact study, according to City of Duarte criteria, for the proposed Campus Plan Project. Gibson Transportation Consulting continues to provide consulting services to City of Hope.

- **City of Monrovia.** Gibson Transportation Consulting serves as the City Traffic Engineer for the City of Monrovia and, in that capacity, has conducted a wide variety of transportation planning, engineering, and operational studies, including traffic impact studies, parking analyses, speed survey studies, school safety studies, and review of plans and reports. With the opening of the Metro Gold Line Monrovia Station in 2016, our focus on transit oriented development included districtwide shared parking studies for the area around the station to allow the development of a large restaurant complex and future considerations for residential and retail developments.
- **Fullerton Transportation Center (FTC).** Gibson Transportation Consulting led the shared parking analysis of the award-winning FTC Specific Plan Project and helped to develop the parking code requirements in the Specific Plan. The FTC Specific Plan is a guide for the development of the FTC into a sustainable, mixed-use transit oriented neighborhood with housing, commercial and office space, and potentially a hotel in the approximately 16 blocks immediately adjacent to downtown Fullerton.
- **The Huntington Library, art Collections, and Botanical Gardens.** Gibson Transportation Consulting worked with the City of San Marino to prepare traffic, parking and circulation studies for The Huntington Education and Visitor Center Project, which included the creation of new gardens, courtyard areas, a 400-seat new Lecture Hall, classrooms, food services, meeting rooms, library collection storage, and ticketing offices, as well as enhancements to the existing Huntington Library, Art Collections, and Botanical Gardens such as the redevelopment of facilities, parking, and landscaping, as well as other improvements in the entry complex area.
- **University of Redlands.** Gibson Transportation Consulting staff has worked with the University of Redlands since the 1990s in preparing its overall campus master plan and updates to that plan to create better accessibility and connectivity within the campus, on the neighboring streets, and throughout the community. Gibson Transportation Consulting worked with the University to assist in the planning of the light rail station serving the University. We evaluated a number of alternate locations for the station and recommended a preferred location for the station that would provide the best connectivity to the campus for both pedestrian and bicyclist commuters.
- **University of Southern California.** Gibson Transportation Consulting provides a variety of transportation planning, parking, and entitlement services for the University of Southern California at its University Park and Health Sciences campuses, including the development of Master Plans for both campuses and the analysis of short-range and long-range parking and traffic issues.

E. CONFLICT OF INTEREST

We have reviewed our company files and contracts and did not identify any recent, present, or proposed work for any private or public clients doing business with or located within South Gate or the South Gate sphere of influence. Therefore, to the best of our knowledge, we do not have any type of business or other relationship that could represent an actual, potential, direct, or indirect conflict of interest with respect to any future projects or that could undermine the credibility of the work to be performed.

F. REFERENCE

EcoTierra's project experience throughout Southern California brings an in-depth and unique understanding of the environmental issues similar to City of South Gate. Our experience includes urban, in-fill projects for built-out communities in which development opportunities are limited to redevelopment of existing parcels with intensified land uses. Our experience also includes annexation and policy documents such as housing element updates, general plan updates, and specific plans and peer review of environmental documents.

We have carefully provided below references (with description of the projects) of recent projects. These projects demonstrate urban in-fill experience and some of which could be the types of projects proposed for the City of South Gate.

1. Rachel Kwok, Environmental Coordinator Jing Yeo, Planning Manager

City of Santa Monica

Planning & Community Development Department
1685 Main Street
Santa Monica, CA 90407
(310) 458-8303

Rachel.Kwok@SMGOV.NET ; Jing.Yeo@SMGOV.NET

1633 26th Street

November 2019 to June 2021

EcoTierra prepared an EIR on a project that consists of refurbishment of the project site's existing three-story, 45,529 square feet (sf) office building, and replacement of the existing 58,940 sf surface parking lot with two new four-story, creative and business professional office buildings comprising a total of 129,265 sf of new floor area. The project would also include a three-level subterranean garage with 401 parking spaces with access provided from Pennsylvania Avenue. The project's three buildings will total approximately 174,684 sf. Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Senior Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

The Plaza at Santa Monica EIR

June 2017 to August 2019

EcoTierra prepared an EIR for a mixed-use affordable housing project with public space for the City of Santa Monica. The project would include a 17,800 SF ground level Grand Public Plaza and a smaller street corner plaza, two ground level pocket parks, a 11,000 SF second level public park, a 12,000 SF cultural amenity, 42,200 SF of ground floor retail, an approximately 280 room hotel, and 106,800 SF feet of creative workspace. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

2. Andy Uk, Associate Planner Heather R. Allen, Principal Planner

City of Anaheim

200 South Anaheim Boulevard, Suite 162

Anaheim, CA 92805

714-765-5238

auk@anaheim.net

HAllen@anaheim.net

Anaheim Hills Holden Senior Living Facility CE

January 2021 – May 2021

EcoTierra recently prepared a categorical exemption on a new senior housing project in the City of Anaheim. The project site is currently developed with an existing church totaling approximately 17,217 square feet and associated surface parking lot. Project implementation would involve demolition of the church and surface parking lot and construct an approximately 98,412 square foot building that would include 98 Assisted Living units and 20 Memory Care units for a total of 126 beds. The project would rise to 25 feet in height in two-stories. The project would include a surface parking lot with 55 parking spaces. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

Pepperwood Place CE

June 2021 – Current

EcoTierra recently prepared a categorical exemption on a new residential project in the City of Anaheim. Project implementation would involve demolition of the house and garage and develop a 12-unit small lot single-family residential subdivision. The proposed lots range from 3,463 square feet (sf) to 4,336 sf in size with 2-story, 4-bedroom single family detached homes ranging from 2,374 sf to 2,580 sf. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

A-Town Areas B and E Initial Study

October 2021 – Current

EcoTierra recently prepared an Initial Study on two new residential projects and ground floor retail development in the City of Anaheim. The project would include development on two parcels in the A-Town Master Plan area. Area B would include development of an eight-level, mixed-use building consisting of 270 dwelling units (for-rent) and 21,640 square feet of ground floor indoor retail space. Area E would include development of The project would include development of a five-level, wrap around, apartment building consisting of 257 dwelling units. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

39 Commons Initial Study

EcoTierra recently prepared an Initial Study on two new retail development in the Beach Boulevard Specific Plan area in the City of Anaheim. The applicant has proposed construction of a commercial center

Work Plan

October 2021 – Current

with five buildings, totaling 24,237 square feet. The project would include three “Pad buildings” (Pad A-C) and two “Shop buildings” (Shop 1 and 2). Staff Roles: Curtis Zacuto, Principal/Project Manager, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

A-Town Area F Initial Study

October 2021 – Current

EcoTierra recently prepared an Initial Study on two new residential project. The proposed development will consist of 17 multiple family residential buildings with a total of 73 residential dwelling units. The project sites are located within the A-Town Master Site Plan which encompasses 43 acres within the 820 acre Platinum Triangle. Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

Dale Avenue CE

January 2022 – Current

EcoTierra recently prepared Categorical Exemption. The project site is currently developed with a residential use. Project implementation would involve demolition of the existing structures and develop 18 single-family attached homes in a residential subdivision. Staff Roles: Curtis Zacuto, Principal/Project Manager, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

3. Paul Samaras, Principal Planner

City of El Segundo

350 Main Street

El Segundo, CA 90245

(661) 286-4048

Bjarvis@santa-clarita.com

Housing Element Update IS/ ND

June 2021 to Current

EcoTierra prepared an Initial Study in support of a Negative Declaration on the City’s Housing Element update, 2021-2029. The project is the adoption and implementation of the El Segundo Housing Element Update (project). The City has selected 27 candidate sites. The City is proposing the addition of a RHNA housing overlay (RHNA-O) and RHNA mixed-use overlay (RHNA MU-O) to the sites’ General Plan and zoning. The current General Plan designations and zoning would remain, with overlays added, which would allow property owners to have the option to develop under either set of standards (the underlying General Plan and zoning or the overlay). Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch,

Work Plan

Project Manager/Senior Environmental Planner, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist.

Beach Cities Media Center EIR

October 2017 to September 2019

EcoTierra prepared an EIR for the Beach Cities Media Campus Project located in the City of El Segundo. The project proposes to change the General Plan land use designation and zoning and develop the property with the uses allowed by, and at the development standards set forth in, the MU-S zone. The Beach Cities Media Campus conceptual plan includes the development of an approximately five-story, 240,000 square foot office building, a one-story, 66,000 square foot studio and production facilities building, 7,000 square feet of retail uses in two, one-story structures, and a seven-story parking structure.

4. David Sinclair, Senior Planner David Reyes, Director

City of Pasadena

Planning & Community Development Department

175 North Garfield Avenue

Pasadena, CA 91101

(626) 744-4200

dsinclair@cityofpasadena.net

550-566 E. Colorado EIR Addendum

March 2021 to October 2021

EcoTierra prepared an EIR Addendum on an application that modified a previously approved CUP to demolish the existing surface parking lot and construct a 109,000 square foot, six-story, hotel accommodating 195 guest rooms with ground floor retail and dining space. The hotel would include require 102 parking spaces with 16 spaces provided on -site and the remainder of 86 spaces accommodated off-site parking structure. Staff Roles: Curtis Zacuto, Principal/Project Manager, Shayne Lipsey Project Manager and Katie Wilson AQ/Noise Specialist.

590 S. Fair Oaks EIR Addendum

February 2020 to September 2020

EcoTierra recently prepared an EIR Addendum on an application a previously approved project to demolish the two existing structures totaling 4,780 square feet in area and to construct a new 100,00 square-foot, four-story, 56-foot tall, medical office building with two levels of subterranean parking accommodating 184 vehicle spaces. Staff Roles: Curtis Zacuto, Principal/Project Manager, Shayne Lipsey Project Manager and Katie Wilson AQ/Noise Specialist.

256 N. Michigan Technical Studies

July 2021 to September 2021

EcoTierra recently prepared Air Quality/GHG and Noise technical studies on an application to construct a 33,667 square foot, three-story, 34-unit condominium development. Staff Roles: Curtis Zacuto, Principal/Project Manager, and Katie Wilson AQ/Noise Specialist.



**AGREEMENT FOR PROFESSIONAL SERVICES FOR ON-CALL
ENVIRONMENTAL CONSULTING SERVICES BETWEEN THE CITY
OF SOUTH GATE AND KIMLEY-HORN**

This Agreement for Professional Services for On-Call Environmental Consulting Services ("Agreement") is made and entered into on June 28, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Kimley-Horn, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Environmental Consulting Services; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Fifty Thousand (\$150,000.00)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of June 28, 2022, and will remain in effect for a period of two years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Community Development Director ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age.

Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - 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 CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS 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.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

- 6.9.1** All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3.** The article and section, captions and headings herein have been inserted for

convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this

Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorneys' Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Meredith Elguira, Director of Comm Development
8650 California Avenue
South Gate, CA 90280
Email : melguira@sogate.org
TEL: (323) 563-9529

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email : yglaze@sogate.org
TEL: (323)563-9573

TO CONSULTANT:

Jessie Barkley
CEQA/NEPA Compliance
Kimley-Horn
660 S. Figueroa Street, Suite #2050
Los Angeles, CA 90017
Jessie.Barkley@kimley-horn.com
(213) 261-4040

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. EFFECTIVE DATE. The effective date of this Agreement is June 28, 2022, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

KIMLEY-HORN:

By: _____
Jessie Barkley

Dated: _____

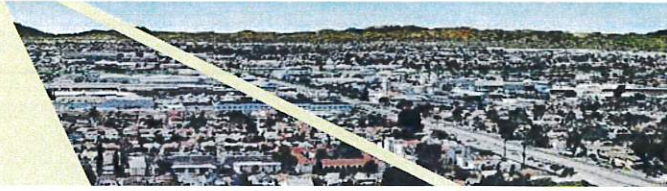
EXHIBIT A

SECTION 2

WORK PLAN



On-Call Environmental Consulting Services for the *City of South Gate*



2. WORK PLAN

Methodology

On-call contracts require a different approach from typical project-specific contracts. Each project assigned under an on-call contract will need an individualized approach that includes the various disciplines necessary to complete the assignment as efficiently and effectively as possible. One of the many advantages Kimley-Horn offers is our ability to assign the right staff to each project. Because we have ample resources in our local offices, we can draw from a multitude of disciplines and specialists to complete each assignment—whether the project is relatively straightforward, requiring only a few people in a single discipline, or more complex and requires numerous people across multiple disciplines.



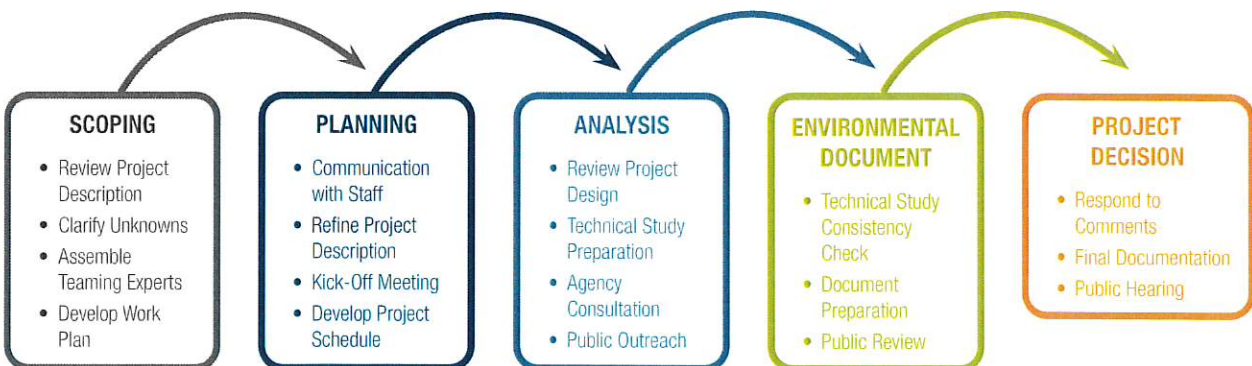
Our extensive experience serving multiple cities as an on-call consultant for environmental, planning, and transportation planning and design services means you can rest assured that our approach to your projects will include innovative ideas and fresh perspectives within the framework of a thorough understanding of the City's needs and vision.

Environmental Services Approach

Kimley-Horn understands that the ideal outcome requires the experience not only to see what is directly ahead, but to envision the landscape of possibilities and respond adeptly to whatever comes along—balancing rigor of process with creative thinking for remarkable results. We understand that being on point, on target, and on budget requires knowing exactly what you need, when you need it—and delivering it with a passion and conviction for getting projects done quicker and more effectively.

The environmental setting in which CEQA documents are prepared is dynamic and subject to frequent changes in practice, policy, legislation, and case law. This is not to say that every project is complicated or will be litigated. However, we work very hard to make sure that every environmental document and technical report that we prepare, or peer review, reflects all applicable rules and regulations and appropriate legal interpretations.

Kimley-Horn has a five step process to completing environmental documentation projects. This process leads to a well-executed document that is both cost- and time-effective and involves stakeholders at all levels.

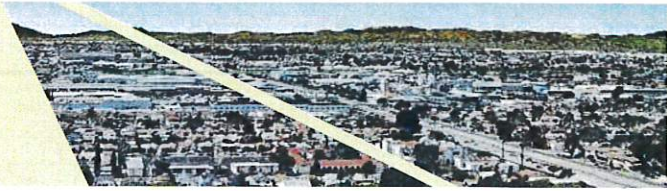


Scoping

We begin by reviewing available project documentation, considering any changes that have occurred since previous plan preparation, and reviewing any technical studies that have been prepared for each project. We will assess whether available information is adequate and notify the City if additional information is needed. Early identification of data needs is critical in meeting the project schedule and making sure that the planning and/or environmental documents are legally defensible. If additional information is needed, a list of data needs will be provided in writing.

The environmental documentation requirements for a "typical project" can vary extensively from the identification of potential environmental constraints as part of feasibility studies to document preparation pursuant to CEQA. Knowledge of technical issues, applicable regulations, and the City's entitlement and regulatory processes allow Kimley-Horn to provide responsive and solution-oriented advice. Our role is to help the City determine the appropriate CEQA determination of a project whether that be a categorical exemption or a Section 15183 exemption, an addendum, a negative declaration, an MND, or an EIR. We provide that guidance and experience.

On-Call Environmental Consulting Services for the *City of South Gate*



Planning

Kimley-Horn will meet with City staff as part of a project kick-off meeting, and together we will refine the project description and develop a project schedule. The kick-off meeting serves several purposes, including an opportunity for project team members to understand their roles and responsibilities; the identification of informational needs and issues as perceived by various project team members; development of strategies for addressing these issues; and identification of sensitivities and potential controversy by citizens' organizations or other agencies, which need to be considered throughout the process.

Kimley-Horn's level of participation in subsequent meetings will be based on the preferences of the City's project manager. Scopes of work can be prepared to include a wide variety of participation in conference calls and meetings. We will be responsible for managing the CEQA process for the City, including ongoing project team coordination to confirm compliance with the scope of work, budget, and schedule, and to disseminate project information in a timely manner, resulting in consistent information for all technical reports.

Analysis and Public Outreach

Kimley-Horn can effectively facilitate public meetings and conduct virtual and in-person presentations on the environmental process and technical analyses to inform responsible agencies and community stakeholders about a project's purpose, the CEQA process, and environmental topics to be analyzed. The purpose of a scoping meeting is to solicit feedback from meeting attendees in such a way that informs the scope and content of the EIR. Kimley-Horn believes that scoping meeting participation is something to be welcomed and encouraged, as it can provide an early indication of any controversies or concerns that should be proactively addressed in the EIR. The total timeframe required to complete the environmental documentation process can be significantly affected by the concerns and/or input expressed from local residents, businesses, agencies, environmental interest groups, and the interested community-at-large. For some projects, workshops, meetings, and/or targeted outreach efforts provide a forum for meaningful community input and effectively instill the public with a sense of "partnering" and "ownership" in the process.

Environmental Documents:

ENVIRONMENTAL IMPACT REPORT (TASK 1)

Kimley-Horn is expert at completing all major elements of EIR preparation. Project EIRs will be prepared in accordance with the methodology and thresholds of significance established by Appendix G of the State CEQA Guidelines. *The following topics could be analyzed as part of the EIR:*

Initial Study and Notice of Preparation. Initial Study and Notice of Preparation (IS/NOP). Each IS/NOP will include a preliminary Project Description, a list of probable environmental effects, a conceptual site plan, and a Notice of Public Scoping Meeting that identifies the time and location of the meeting. Kimley-Horn will coordinate with the City to determine the meeting location and will provide consultation on the mailing list provided by the City. To streamline the environmental process, the IS will include a checklist that substantiates why each environmental topic in the Initial Study (IS) would result in no impact, a less-than-significant impact, or a less-than-significant impact with mitigation, and therefore, would not require further detailed analysis in the EIR.

Public Scoping Meeting. We will facilitate the public scoping meeting by preparing PowerPoint slides and presentation boards. Kimley-Horn's project manager and key staff will attend the public scoping meeting with the City. During the scoping meeting, our staff (or a court reporter) will record public comments.

Aesthetics and Visual Resources. Kimley-Horn will assess potential visual changes resulting from project implementation when views are of concern. The evaluation will use the appropriate analysis tools including site visits, photo-documentation, visual simulations, and shade/shadow modeling, if deemed necessary.

Air Quality and Health Risk. Kimley-Horn provides a full range of air quality studies for public- and private-sector clients, in accordance with local, State, and federal impact assessment criteria. Our staff is trained in using state-of-the-art computer models and assessment protocols developed by the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), the Federal Highway Administration (FHWA), Caltrans, and Air Pollution Control Districts throughout the State. Computer models used include California Emissions Estimator Model (CalEEMod), EMFAC, OFFROAD, CALINE, and AERMOD. We also develop mitigation measures necessary to reduce or avoid project and cumulative air quality impacts.

Biological Resources. We have teamed with **Sequoia** to provide experience on the technical and regulatory aspects of natural resource assessment, impact analysis, mitigation, and conservation.

Historic, Archaeological, and Paleontological Resources. As a member of the Kimley-Horn team, **Applied EarthWorks** will provide cultural resources evaluations for architectural history/historic preservation, prehistoric and historic archaeology, and paleontology. The Kimley-Horn team

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also provides tribal consultation consistent with Senate Bill (SB) 18 and Assembly Bill (AB) 52.

Energy. Kimley-Horn will quantitatively assess a project's energy consumption and demand on suppliers based on CalEEMod, project-specific data, land use, and a project's proposed sustainability features. Kimley-Horn can provide assumptions for the applicant if project-specific data cannot be provided.

Geology and Soils. Ninyo & Moore's personnel base include registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, environmental scientists, and specialists in fields such as regulatory issues and interpretation, hazardous waste management, and remedial action planning. Depending on the nature of the project, Ninyo & Moore's geotechnical staff will prepare a site specific Geologic and Soils report that will evaluate potential hazards related to seismic conditions, faults, soil instability, soil corrosion, liquefaction, landslides and other potential geologic hazards.

Greenhouse Gas (GHG) Emissions. Kimley-Horn will prepare qualitative and quantitative GHG emissions analyses associated with the CEQA documents. We understand the evolving regulations and the activities within the SCAQMD and other air districts relative to GHG emissions assessments in environmental documents as well as recent case law affecting the methodology for GHG analyses.

Hazards and Hazardous Materials. This section evaluates potential impacts that could result from the release of hazardous materials during construction and the long-term operation of a project. Ninyo & Moore staff can prepare Phase I Environmental Site Assessments (ESAs) and Phase II ESAs.

Hydrology and Water Quality. The CEQA documents will need to address a project's potential impacts on the existing local drainage system and hydrology of the area as well as potential flooding and surface and groundwater quality impacts. Kimley-Horn's in-house engineers are experienced in the preparation of large- and small-scale hydrology analyses in support of technical site plans, programmatic land use planning/Specific Plans, and policy documents along with final engineering phase drainage plans.

Land Use and Planning. Kimley-Horn will document existing land uses surrounding a project site and will review existing planning documents relevant to the project area. A discussion of the project's compatibility with surrounding land uses is provided, and the project's consistency with the applicable planning documents, including the City's General Plan and Zoning Code.

Noise and Vibration. Kimley-Horn provides a full range of noise impact analyses including instrument-assisted noise field surveys, commercial and industrial stationary sources noise impact analyses, Federal Highway Administration (FHWA) computer modeling of motor vehicle noise impacts for roadway and freeway projects, and rail noise impact analysis. The analyses will address operational and construction noise including the potential for vibration effects primarily during any demolition and construction activities.

Population and Housing. Kimley-Horn will analyze potential impacts associated with changes in population and housing anticipated by the implementation of a proposed project. As applicable to the project, the focus of the population analysis will be a comparison of the amount and type of growth anticipated with implementation of the project with the growth forecasted in the General Plan, and the policies addressing growth in the City's planning documents.

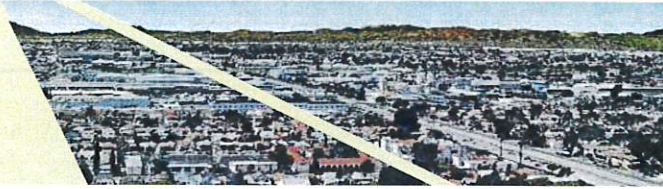
Public Services and Recreation. Each project will be evaluated to determine potential impacts to applicable public services, including fire, police, schools, parks, and libraries. Potential effects associated with project implementation can be related to the provision of adequate service levels; the need to upgrade and/or provide additional facilities to serve the project; or modifications to existing facilities as part of the project.

Transportation. Kimley-Horn offers complete in-house traffic planning and engineering services including the preparation of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, parking management studies, pedestrian safety programs, site access and circulation studies, and accident analyses. These various analyses are often needed as a part of the overall traffic analysis in a CEQA document. Our staff is also able to address all aspects of roadway design, including intersection geometrics, utility relocations, traffic control, signalization, and signing and marking.

Utilities and Service Systems. Depending on the type and size of the project and our role, Kimley-Horn can evaluate potential impacts on utility and service providers to determine if a project will conflict with any existing utilities in the study area. Alternatively, our staff has the capabilities to provide sewer capacity analyses and preliminary water demand analyses. Areas of evaluation will include power and natural gas, communications, water treatment and distribution facilities, sewer, storm water, and water supplies. We will coordinate with the City and utility purveyors to make sure that the impacts are fully analyzed.

Mitigation Monitoring Reporting Program; Findings of Facts; Statement of Overriding Consideration. Kimley-Horn will develop Mitigation Monitoring Reporting Programs (MMRPs) using the City's format and will clearly identify all components of the MMRP, responsible parties, and a timeframe for implementation. We can also prepare Findings of Facts and Statements of Overriding Considerations.

On-Call Environmental Consulting Services for the *City of South Gate*



NEGATIVE DECLARATION//MITIGATED NEGATIVE DECLARATION PREPARATION (TASK 2 AND 3)

Kimley-Horn's approach to preparing key sections of the Negative Declaration (ND) or Mitigated Negative Declaration (MND) is similar to the discussion set forth above for EIR preparation, although the amount of detail in the existing conditions and impact analyses is appropriately reduced to address the specifics of the project. Sections not required for an ND/MND include but are not limited to, a discussion of the Project Objectives, the Alternatives analyses, discussions of Significant Irreversible impacts; Growth-Inducing impacts; and the Cumulative analyses (except where explicitly required by a threshold of significance).

OTHER CEQA DOCUMENTATION—CATEGORICAL EXEMPTIONS AND/OR TECHNICAL SUPPORT PREPARATION (TASK 4)

The CEQA Guidelines identify 33 classes of projects that have been determined not to affect the environment significantly and are therefore exempt from the provisions of CEQA. Kimley-Horn has provided CEQA clearance for multiple projects throughout Southern California, each of which included technical evaluations such as air quality, noise and vibration, health risk, and cultural and historical resources, allowing cities to confirm no significant impacts and no exceptions to the Categorical Exemption.

ADDENDUM PREPARATION

An addendum can be prepared to a previous EIR or MND. State CEQA Guidelines Section 15164 provides general guidance regarding addendums; however, it defers to State CEQA Guidelines Section 15162 to determine whether circumstances warrant the preparation of additional CEQA documentation. Pursuant to State CEQA Guidelines Section 15162(a), additional CEQA documentation beyond an addendum would only be required if the proposed project creates new significant impacts or impacts that are more severe than those disclosed in previous CEQA document.

NEPA COMPLIANCE (TASK 5)

Kimley-Horn possesses extensive experience locally and nationally providing comprehensive environmental documentation services in support of the NEPA, CEQA, and similar state environmental review laws. Our staff bring recent, relevant experience preparing Environmental Impact Statements (EISs), Environmental Assessments (EAs), categorical exclusions (CatExs), and other special studies for wide array of project types including the development of housing, mixed-use, and commercial land uses, public service campuses (hospitals, educational facilities), infrastructure, roadways and intermodal facilities, transportation planning efforts, rail and marine improvements, and airports. Federal Agencies include the U.S. Department of Housing and Urban Development (HUD), U.S. Economic Development Administration (EDA), Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), Department of Defense (DOD), Environmental Protection Agency (EPA), Bureau of Land Management (BLM), and others.

Project Decision

NOTICES AND DISTRIBUTION OF DOCUMENTS

Kimley-Horn can prepare all necessary CEQA notices, including Notices of Preparation, Notices of Availability, Notices of Completion, and Notices of Determination. We can be responsible for all reproduction and distribution of documents. We will also provide the environmental documents in a web-ready format for the City's use.

PROJECT MANAGEMENT AND MEETINGS

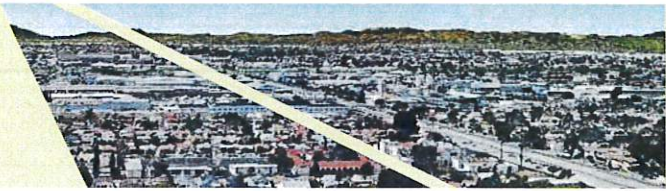
Kimley-Horn will be available to participate in public information Sunshine Ordinance meetings at the City's request, whether virtual or in-person depending on COVID-19 related restrictions. At public meetings, Kimley-Horn will be available to answer questions on the EIR and environmental analysis and facilitate information sharing through visual graphics and/or PowerPoint presentations. Importantly, Kimley-Horn will be available to attend all public hearings (e.g., Planning Commission, City Council) and meetings with applicable jurisdictions/responsible agencies, and answer questions related to the CEQA documentation. We are experienced and adept at providing helpful technical responses and clarifications for decision-makers at public meetings and hearings, and at making presentations at public hearings.

Quality Control and Quality Assurance

Quality projects don't happen by accident at Kimley-Horn. Since our founding 55 years ago, we have been firmly committed to providing quality in every task, deliverable, and service provided by our firm. Every member of our firm is



On-Call Environmental Consulting Services for the *City of South Gate*



responsible for exceeding client expectations. Achieving quality is far more than a companywide program. It is fundamentally about how we conduct each specific project. Kimley-Horn insists that each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We don't begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the City. We know that schedule and quality control are equally important. A project that is behind schedule too often sacrifices the opportunity for quality reviews.

We insist that our project managers build into their schedules adequate time for a thorough quality control review so that our project documents can be thorough, accurate, and complete.

Project Schedule

We intend to submit our capabilities for all five prospective Task Orders identified in the "Scope of Services and Consultant's Responsibilities." For each task order received, Kimley-Horn will develop a project schedule with input from City staff as part of the project kick-off and will work to meet project goals on or ahead of schedule.

Qualifications and Prior Experience

Kimley-Horn is a full service, privately-owned consulting firm recognized as a leader in providing comprehensive and innovative environmental, planning, transportation planning and engineering, and civil and structural services to public-sector and private-sector clients. Kimley-Horn provides our clients with a team of experienced planners working within a collaborative consulting firm that includes more than 600 planners and environmental specialists, civil and transportation engineers, and other design and support professionals in 11 offices throughout California. Founded in 1967, we have grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of over 5,600 employees in 103 offices nationwide. Our continued growth and stability over the past 55 years is the direct result of our commitment to integrity and dedication to providing quality services to our clients. Much of our growth extends from the confidence and trust that clients have in us. Kimley-Horn's long record of technical achievements is enhanced by our reputation for effective management and personal service.

We Know What It Means To Be "On-Call"

Kimley-Horn has an extensive history of completing on-call projects successfully by quickly mobilizing and committing necessary resources, taking ownership of the project, maintaining the project schedule, obtaining team consensus, developing accurate cost estimates, and delivering quality technical submittals. The City needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that for our on-call clients for over 55 years.

Project manager Jessie Barkley and strategic advisor Kevin Thomas have provided on-call services to many Southern California agencies through environmental, planning, transportation, traffic, aviation, and general engineering on-call contracts. A comprehensive map listing our current on-call contracts is shown below. Examples of our prior work are provided in the references section.



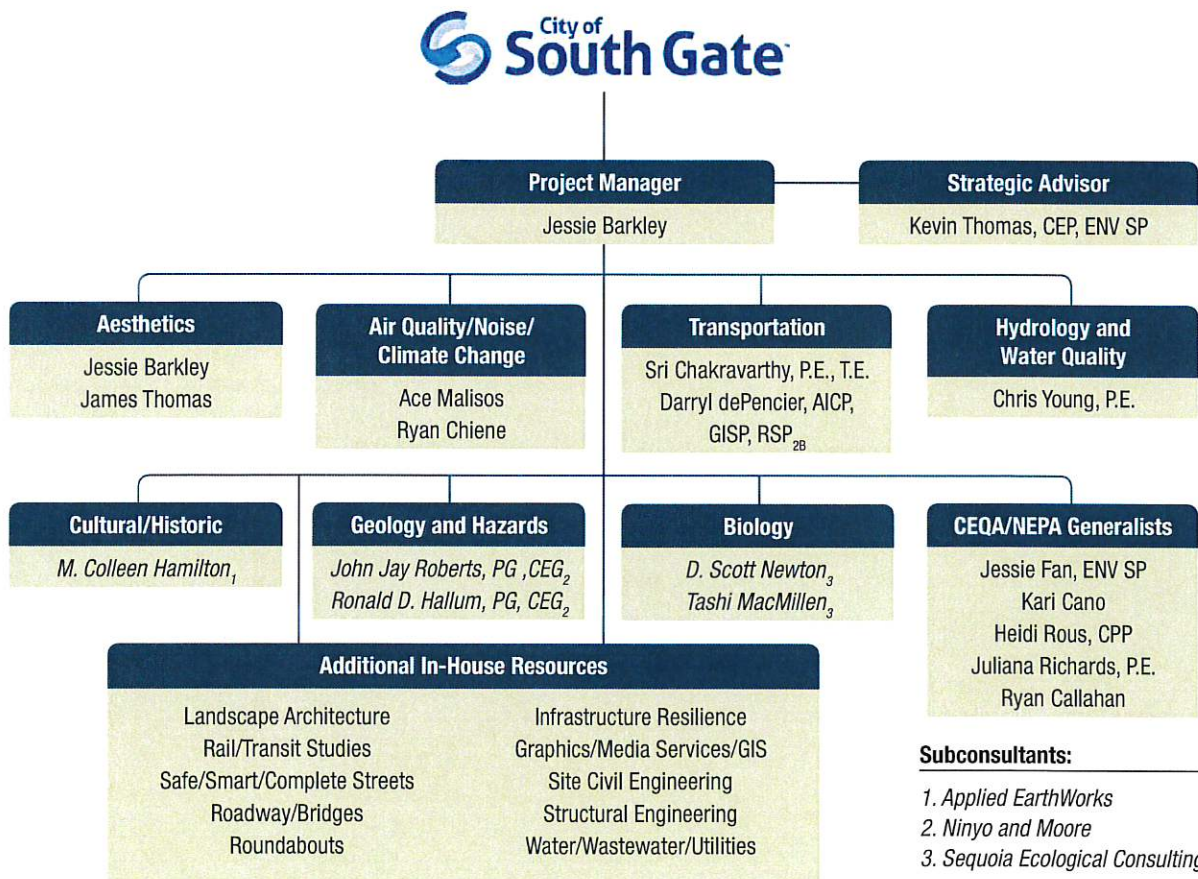
On-Call Environmental Consulting Services for the *City of South Gate*



Personnel

Our project manager **Jessie Barkley** and strategic advisor **Kevin Thomas** have been responsible for leading many of our other environmental on-call contracts across Southern California. When you choose a consultant for a project, you are really selecting the people that will provide the right combination of relevant experience, technical competence, local knowledge, passion for the project, and commitment to a high standard of quality and client service that will make your project as successful as you have envisioned. The Kimley-Horn team fits these requirements perfectly.

The people on our team are passionate about their work and do it well. They have the appropriate levels of environmental and technical experience to address any tasks needed by the City. They are seasoned planning, design, and engineering professionals with a successful track record delivering a variety of project types. Our project team and their areas of experience are shown in the organization chart below. We have provided full resumes for our key personnel (detailing education and experience) in the appendix of this proposal.



Subconsultants

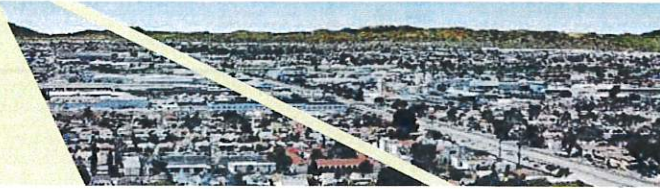


Ninyo & Moore is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. Since 1986, clients have turned to Ninyo & Moore for innovative solutions to complex geotechnical and environmental challenges. As a leading geotechnical and environmental sciences engineering and consulting firm, Ninyo & Moore provides specialized services to clients in both the public and private sectors. With 500 professionals including registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, environmental scientists, and specialists in fields such as regulatory issues and interpretation, hazardous waste management, and remedial action planning.



Sequoia Ecological Consulting (Sequoia) is a biological specialty firm, Sequoia regularly consults with state and federal agencies for Endangered Species Act compliance and conducts field studies for permit applications and site assessments. Sequoia helps clients minimize project impacts to biological resources, and support them through permit applications, monitoring, and annual reporting to satisfy the requirements of varied and complex permits. Sequoia's diverse group of ecological

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professionals includes regulatory specialists, wildlife biologists, botanists, construction monitors, herpetologists, restoration specialists, aquatic biologists, arborists, and planners—all of whom are known for providing technical excellence and dedication to exceptional client service.



Founded in 1995, **Applied EarthWorks, Inc.** is a consulting firm specializing in archaeology, history, architectural history, paleontology, and GIS. From their offices in Pasadena, Hemet, Lompoc, San Luis Obispo, and Fresno, California, the firm has performed work throughout California, Nevada, Arizona, Colorado, Oregon, Idaho, and Washington. Applied Earthworks is a well-respected, 100% employee-owned, small business enterprise (SBE) with extensive experience in cultural and paleontological resource management, having successfully completed thousands of projects on behalf of governmental and private-sector clients.

Conflict of Interest

We have no known conflicts of interest that would impede our ability to perform work under this contract.

References

We are proud of our working relationships with our clients, and much of our success over the last 55 years is directly related to our efforts to provide consistent, high-quality, and timely services. The following is a list of references that received similar services from Kimley-Horn within the last five years. We invite you to contact our clients directly for comment on the quality of Kimley-Horn's services.

City of South Gate, Various Projects, South Gate, CA

Kevin Thomas provided CEQA and NEPA compliance services to the City of South Gate for various documents. All projects involved stakeholder coordination and public hearing representation. A few examples of projects on which Kevin has provided services include: Southern Avenue Park Project IS/MND, Project Area No. 1 Plan Amendment Program EIR, I-710/Firestone Boulevard Interchange Phase II Environmental Reevaluation, Llovio Ford Relocation EA/FONSI, and Town Center Phase II Final EIR.

 **Oliver Mujica, Former Community Development Director at City of South Gate**
 909.384.7272  mujica_ol@sbcity.org

City of Beverly Hills Safety Element Update.

Kimley-Horn is updating the General Plan Safety Element to address climate change and the risk of fire for land located within Very High Fire Hazard Severity Zones. Kimley-Horn is producing new or revised text, tables, and exhibits needed to bring the Safety Element in general compliance with State law. Kimley-Horn is coordinating with the City and local agencies, particularly the Beverly Hills Fire Department, to collect up-to-date goals, policies, and procedures. Kimley-Horn also addresses climate adaptation and resiliency strategies applicable to Beverly Hills through a climate vulnerability assessment (CVA) in accordance with SB 379.

 **Timothea Tway, AICP, City Planner Community Development Department, City of Beverly Hills**
 310.288.2807  ttway@beverlyhills.org

Port of Long Beach, Master Plan Environmental Impact Report, Long Beach, CA

Jessie Barkley at a prior firm, managed the Port Master Plan (PMP) update and EIR that guides the Port of Long Beach's long-range policy, planning and development of Port facilities. Jessie Barkley provided on-site project management support for the PMP EIR, including document review, scheduling, quality control, project coordination and assistance in drafting responses to comments, and findings of fact for the Final EIR.

 **Allyson Teramoto, Manager of CEQA/NEPA Practices, Port of Long Beach**
 562.590.4160  teramoto@polb.com

REQUEST FOR PROPOSALS

ON-CALL ENVIRONMENTAL CONSULTING SERVICES



City of South Gate
Community Development Department
8650 California Avenue
South Gate, CA 90280

Release Date: April 14, 2022

RFP Due: May 12, 2022

The City of South Gate ("City") is soliciting qualified firms to submit a proposal for on-call environmental consulting review and services and for future development projects, including but not limited to general plan amendments, code amendments, rezones, tentative subdivision maps, conditional use permits, design reviews and specific plans. The City anticipates selecting firms to provide consulting services on an on-call basis, and that each firm may subsequently be asked to prepare specific proposals for more than one project.

Proposals are due by May 12, 2022 at 5:00 P.M. PT: See complete instructions, Instructions to Proposers and Procedures for Submittal.

All questions and inquiries related to this Request for Proposal ("RFP") must be directed to Yalini Siva, Senior Planner at ysiva@sogate.org.

Introduction

The City of South Gate is requesting qualified firms to submit a proposal for on-call environmental consulting services for future development projects, including but not limited to general plan amendments, code amendments, rezones, tentative subdivision maps, conditional use permits, design reviews and specific plans. The City anticipates selecting firms to provide consulting services on an on-call basis, and that each firm may subsequently be asked to prepare specific proposals for more than one project.

The State of California has an environmental statute called California Environmental Quality Act (CEQA). The National Environmental Policy Act (NEPA) is a United States Environmental law that promotes the enhancement of the environment and established the President's Council on Environmental Quality (CEQ). Both laws require state and local agencies to identify the significant environmental impacts of their actions and avoid or mitigate those impacts, if feasible.

The consultant(s) selected will be responsible for the preparation and/or review of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The consultant(s) will be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

Project Overview

The purpose of this RFP is to solicit and select a firm(s) to provide consultant services to assist City staff as it relates to CEQA and NEPA. Under the direction of the City's Community Development Director, the consultant(s) will provide the range of expertise to carry out the normal functions of the necessary environmental review process. All services provided by the consultant(s) shall be performed by individuals who meet the qualifications, education, and certification/licensing for the position(s). The successful consultant(s) shall also have the resources to provide cost effective and timely services, including providing outstanding customer service to the City and its related clients.

Proposed Timeline

Activity	Date
Initial distribution of RFP	April 14, 2022
Proposal Submittal Deadline	May 12, 2022 – 5:00 P.M. PT
Interview(s), if necessary	May 18, 2022
Recommendation and Selection of Firm	June 14, 2022
Execution of Agreement	June 14, 2022

Scope of Services and Consultant's Responsibilities

In accordance with the California Environmental Quality Act (CEQA), the City of South Gate ("City") follows the appropriate guidelines for the environmental review (CEQA, NEPA, etc.) for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects including but not limited to the following types:

- Residential developments
- Small and large mixed use projects
- Industrial developments
- Commercial developments
- Capital projects

Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Climate Change/Global Warming Geology and Soils
- Geology/Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Noise
- Population and Housing
- Public Service
- Recreation
- Tribal Cultural Resources
- Transportation/Traffic
- Utilities and Service Systems

Qualified firms may submit proposal for either individual services, or all services listed below and in this RFP.

- a. Task 1: Environmental Impact Report (EIR)*
- b. Task 2: Negative Declaration*
- c. Task 3: Mitigated Negative Declaration*
- d. Task 4: Technical Studies*
- e. Task 5: NEPA Compliance*

At the start of the project, the Consultant will meet with City Staff and selected individuals to discuss the approach and expectations. The consultant(s) will meet on a regular basis with the Community Development Director, Community Development and other City staff to review the progress of any work product and to discuss any changes in director or needed details. The selected firm(s) must be prepared

to effectively address the following: Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

It is the responsibility of the Proposer to ensure timely delivery is made to the City of South Gate.

1. Proposals shall be submitted by **May 12, 2022 at 5:00 P.M. PT** to the City Clerk's Office. Submissions after this deadline will not be accepted.
2. Each Proposer must submit one (1) unbound and reproducible copy; three (3) bound signed copies and one (1) electronic version (USB flash drive) of its proposal to the City of South Gate. Submit proposals to:

City of South Gate

City Clerk's Office

Attn: Jose Montano, Administrative Services Coordinator

8650 California Avenue

South Gate, CA 90280

3. All Proposals shall be submitted on standard 8-1/2" x 11" paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section III. Although not as a substitute for a complete written response, additional material, such as technical documents may be referenced in any response and included as exhibits.
4. The Proposer's Proposal must not be marked as confidential or proprietary. The City may refuse to consider a Proposal so marked. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the Proposals.
5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and

become familiar with the work required under this RFP and that it is capable of providing and performing quality work to achieve the City's objectives.

6. Proposals must be valid for a period of 120 calendar days from the Closing Date and Time for Receipt of Proposals.
7. Pre-contractual expenses are defined as expenses incurred by the Proposer in: preparing its Proposal in response to this RFP; submitting that Proposal to the City; negotiating with the City any matter related to the Proposer's Proposal; and any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal.
8. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.
9. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence, all of which will be conducted by City staff. City staff will make subsequent recommendations of approval to the City Council.
10. Proposers judged most responsive to the City's requirements may be asked to give a presentation of their Proposal to the City staff. Selected Proposers should be prepared to make their presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
11. In the event the City deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the City Staff or authorized designee.
12. The City reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the City. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
13. Proposers shall utilize Section III to describe their approach to the Scope of Work and to indicate costs.
14. The City reserves the right to:
 - a. reject any or all price quotes, to waive technicalities or formalities, and to accept any price quote deemed in the best interest of the City;
 - b. negotiate the final Agreement with any Proposer(s) as necessary to serve the best

- interest of the City;
 - c. withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or,
 - d. award its total requirements to one Proposer or to apportion those requirements among two or more Proposers as the City may deem to be in its best interest.
15. In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
16. Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- a. Firms intending to pursue this proposal in a "prime/sub-contractor" basis must identify any portion of the scope of work that will be subcontracted. Include the subcontractor's qualifications and key personnel, telephone number and contact person. The City reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

PROPOSAL RESPONSE REQUIREMENTS AND EVALUATION PROCESS

Response Items

Responses must provide the required information in the following order for each underscored item. Proposers shall respond by repeating the section and sub-sections number(s) and statement/question and by providing the appropriate response hereunder.

1. Cover Letter

The cover letter shall identify the Proposer and state other general information which the Proposer desires to include regarding the Proposer's business organization. Please include the point of contact and contact information (including email address and phone number) on the cover letter. The cover letter shall not exceed one (1) page.

2. Work Plan

Each Proposer shall submit the following information:

- a. **Methodology:** Provide the Methodology/Approach proposed for the work as defined in the Scope of Work.
- b. **Project Schedule:** Propose a timeline for completion for the work including start date, milestones, and target date of completion. Any assumptions regarding turnaround time for staff review and City Council should be clearly noted.
- c. **Qualifications and Prior Experience:** The capabilities of the consultant's organization

should be discussed. Minimum requirements for submittal of a proposal in response to this RFP include the following:

- i. Demonstrated experience, competence, and qualifications of the consultant and the participating staff successfully providing similar services to municipalities; and,
 - ii. Ability to perform the work in a timely manner, availability of staff and contingency plans.
- d. Personnel: this section must delineate the experience and profession of appropriate licenses and certifications of personnel.
- e. Conflict of Interest: provide a brief summary on potential conflict of interest issues which is to be addressed by consultant.
- f. Reference: list at least three municipal clients for whom comparable services have been performed within the last five years. Include the name, job title, email address and telephone number of each client's principal representative. This section shall not exceed seven (7) pages.

3. Fees

The Proposer shall provide a bid for all professional services and ongoing services and support being proposed which identifies:

- a) An itemized cost breakdown, including hourly rates and number of hours for each major component of service, with a cross-reference to each component of service.
- b) A total proposed "Not to Exceed" cost for the performance of all services.
- c) A proposed payment schedule for all services to be performed and products to be delivered.

4. Resources to be provided by the City

The Proposer must list any resources, City assistance, or other items expected to be provided by the City. This section shall not exceed one (1) page.

Insurance Requirements

The selected consultant must provide and maintain at its own expense, procure and maintain during the term of the contract Workers' Compensations and Commercial General Liability as follows:

- a) Workers' Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- b) Commercial general and automotive liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000.

Each such policy of insurance shall:

- a) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by the City.
- b) Name and list as additional insured the City, its officers and employees.
- c) Specify that such insurance acts as primary insurance.
- d) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of South Gate such cancellation or material change."
- e) Cover the operations of the Consultant pursuant to the terms of any contract, including the Consultant's indemnity obligations thereunder.

Upon the request of the City, the Consultant shall provide evidence of the insurance coverage required herein. Insurance shall be in force on or before commencement of performance of this Agreement. Upon the request of the City, current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement.

Evaluation Process

Each consultant responding to the RFP will be evaluated by City staff on each element of the work plan and general information described above in the following order:

- a) Review of experience, qualifications and references of the consultant to determine their ability to provide the requested services;
- b) Review of the methodology/approach proposed by the consultant;
- c) Review of proposed project timeline; and,
- d) Review of the estimated fees and costs.

Selection/Award Procedures

A Professional Services Agreement will be provided for execution. It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer's. A sample of the City's Professional Services Agreement is included with this RFP, as Attachment "A".