

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

“Mission Boulevard and Ramona Avenue Business Park Project”

THIS AGREEMENT is made and effective as of May 5, 2020, between the City of Montclair, a municipal corporation ("City") and LSA & Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on or about July 15, 2020 and shall remain and continue in effect for a period of two months until tasks described herein are completed on or about September 15, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$18,100 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall

have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents, and other persons or entities performing work for Contractor.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees

and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to Contractor's officers, agents, representative, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor, or Contractor's employees or agents, are or may be considered and treated as employees of the City, or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors and Indemnification. Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Contractor and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Contractor further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Contractor or of Contractor's officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal.

Further, no aspect of this provision shall impact the City's rights to contribution from Contractor, or for the City to dispute Contractor's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Contractor under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Contractor's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Agreement.

(h) The Contractor's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence, and \$5,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$5,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given

loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

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

debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of

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

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

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

To City:	Michael Diaz Community Development Director City of Montclair 5111 Benito Montclair, CA 91763
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To Consultant:	Dionisios Glentis LSA & Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507
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17. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Contractor from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Contractor in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Contractor shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

Not Applicable.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Contractor must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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

CITY

City of Montclair,
A California Municipal Corporation

CONSULTANT

LSA & Associates, Inc.,
a California Corporation

By: _____
Javier John Dutrey, Mayor

By: _____
Name:
Title:

Attest:

By: _____
Andrea M. Phillips, City Clerk

By: _____
Name:
Title:

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

EXHIBIT A

LSA Proposal No. AAA617

Proposal to Perform Peer Review of Technical Studies for the Mission Boulevard and Ramona Avenue Business Park Project in Montclair, San Bernardino County, CA

See Attached Document



March 23, 2020
Revised April 20, 2020
Revised April 24, 2020
Revised April 27, 2020

Michael P. Diaz
Community Development Director
City of Montclair
5111 Benito Street
Montclair, California 91763

Subject: Proposal to Perform Peer Review of Technical Studies for the Mission Boulevard and Ramona Avenue Business Park Project in Montclair, San Bernardino County, CA (LSA Proposal No. AAA617)

Dear Mr. Diaz:

LSA Associates, Inc., doing business as LSA, is pleased to submit this proposal to perform peer review of technical studies for the Mission Boulevard and Ramona Avenue Business Park Project (Project) for the City of Montclair (City).

The Project site is approximately 27 acres and is located at 10798 Ramona Avenue, Montclair, San Bernardino County, at the northwest corner of Mission Boulevard and Ramona Avenue. The site is developed for use as a drive-in theatre and swap meet and includes four screens, snack bar, and industrial buildings near the northern property line adjacent to State Street. Approximately 80 percent of the site is comprised of paved surfaces for parking and access.

Proposed entitlements include a General Plan Amendment and Zone Change. The Project entails demolition of the existing Mission Tiki Drive-in Theatre (and Swap Meet). Construction of the Project includes two industrial buildings (110,000 square feet and 166,000 square feet) on north portion of the site, and six industrial/office flex buildings totaling approximately 224,000 square feet on south portion of the site. The Project also includes an extension of Third Street eastward to intersect with Ramona Avenue, thereby bisecting the site into two portions.

The Project will require an Environmental Impact Report (EIR), which will be supported by technical studies prepared by Dudek. It is LSA's understanding the EIR will be reviewed by Best, Best & Krieger, LLP (BBK) for compliance with the California Environmental Quality Act (CEQA). LSA's role, therefore, would be to peer review the following supporting technical studies prepared by Dudek for adequacy pursuant to CEQA:

- Air Quality Impact Analysis
- Greenhouse Gas Emissions Analysis
- Energy Analysis
- Noise and Vibration Impact Analysis
- Transportation Impact and Vehicle Miles Traveled Analysis
- Cultural Resources Assessment

LSA will prepare a peer review memorandum for each of the listed technical studies, as described in further detail below:

SCOPE OF WORK

Task 1: Air Quality Peer Review and Memorandum

LSA will review the Air Quality Impact Analysis to ensure that appropriate assessment methodologies are implemented and that appropriate rules and regulations are followed. This will include verifying that City, South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB), California Environmental Quality Act (CEQA), and U.S. Environmental Protection Agency (EPA) rules and methodologies are followed, that appropriate models are used, and that all air emissions are analyzed correctly. The Air Quality Impact Analysis will also be reviewed to ensure that any identified significant short-term construction and/or long-term operational impacts are prescribed feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. LSA will provide a memorandum summarizing the review process and all findings to the City upon completion of this peer review.

Memorandum Preparation. LSA will prepare a peer review memorandum that addresses both the Air Quality Impact Analysis and the Greenhouse Gas Emissions Impact Analysis. The memorandum will be submitted to the City as an Adobe Acrobat PDF within 3 weeks of receiving the authorization to proceed and complete technical report(s). LSA will provide one follow up review (up to 2 hours of staff time) to ensure that the Air Quality Impact Analysis is adequately revised as necessary based on peer review comments.

Task 2: Greenhouse Gas Emissions Peer Review and Memorandum

LSA will review the Greenhouse Gas Emissions Impact Analysis to ensure that appropriate assessment methodologies are implemented and that appropriate rules and regulations are followed. This will include verifying that City, SCAQMD, CARB, CEQA, and U.S. EPA rules and methodologies are followed, that appropriate models are used, and that all greenhouse gas emissions are analyzed correctly. Special attention will be given to the threshold used and associated consistency discussions. The Greenhouse Gas Emissions Impact Analysis will also be reviewed to ensure that any identified significant short-term construction and/or long-term operational impacts are prescribed feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. LSA will provide a memorandum summarizing the review process and all findings to the City upon completion of this peer review.

Memorandum Preparation. LSA will prepare a peer review memorandum that addresses both the Greenhouse Gas Emissions Impact Analysis and the Air Quality Impact Analysis. The memorandum will be submitted to the City as an Adobe Acrobat PDF within 3 weeks of receiving the authorization to proceed and complete technical report(s). LSA will provide one follow up review (up to 2 hours of staff time) to ensure that the Greenhouse Gas Emissions Impact Analysis is adequately revised as necessary based on peer review comments.

Task 3: Energy Analysis Peer Review and Memorandum

LSA will review the Energy Analysis to ensure that appropriate assessment methodologies are implemented and that appropriate City, CEQA, State, and federal rules and methodologies are followed. LSA will review the models used and confirm that all project-related energy use is analyzed correctly. The Energy Analysis will also be reviewed to ensure that any identified significant short-

term construction and/or long-term operational impacts are prescribed feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. LSA will provide a memorandum summarizing the review process and all findings to the City upon completion of this peer review.

Memorandum Preparation. LSA will prepare a peer review memorandum as an Adobe Acrobat PDF within 3 weeks of receiving the authorization to proceed and a complete technical report. LSA will provide one follow up review (up to 2 hours of staff time) to ensure that the Energy Analysis is adequately revised as necessary based on peer review comments.

Task 4: Noise and Vibration Peer Review and Memorandum

LSA will review the Noise and Vibration Impact Analysis to ensure appropriate application of City noise standards and CEQA thresholds. LSA will verify that the analysis identifies and evaluates proper noise sources and noise levels. The Noise and Vibration Impact Analysis will also be reviewed to ensure that any identified significant short-term construction and/or long-term operational impacts are prescribed feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. LSA will provide a memorandum summarizing the review process and all findings to the City upon completion of this peer review.

Memorandum Preparation. LSA will prepare a peer review memorandum as an Adobe Acrobat PDF file within 3 weeks of receiving the authorization to proceed and a complete technical report. LSA will provide one follow up review (up to 2 hours of staff time) to ensure that the Noise and Vibration Impact Analysis is adequately revised as necessary based on peer review comments.

Task 5: Transportation and Vehicle Miles Traveled Peer Review and Memorandum

LSA will peer review the Traffic Impact/Vehicle Miles Traveled (VMT) Analysis prepared for the Project applicant prior to use as part of the project's compliance with CEQA. As part of the review, LSA will review the Project description, Project assumptions, and Project data to ensure the analysis addresses a project that is substantially consistent with that presented to the City for review. LSA will review the methodology, approach, and assumptions to ensure that the technical analysis follows the standards and requirements of the appropriate overseeing agency. LSA will review the Project data and site conditions to ensure that the baseline conditions are essentially unchanged since the time the studies were completed and confirm that no change in site conditions is anticipated or updates are required. LSA will review the findings and conclusions to ensure a sufficient discussion of project-specific impacts and the identification of mitigation in accordance with CEQA has been provided. As necessary, LSA will contact technical authors and/or City staff to clarify specific analysis and/or requirements.

Memorandum Preparation. LSA will prepare a peer review memorandum that considers the Traffic Impact/VMT Analysis' adequacy pursuant to CEQA and will include a summary of project mitigation measures that should be carried forward into the CEQA document. LSA will provide one digital draft memorandum as an Adobe Acrobat PDF file to the client/City for review within 3 weeks of receiving the authorization to proceed and a complete technical report. Up to 4 hours of staff time is anticipated for LSA responses to client/City comments on the draft memorandum. A final memorandum will be submitted as an Adobe Acrobat PDF file.

Task 6: Cultural Resources Assessment Peer Review and Memorandum

An LSA archaeologist will peer review the Cultural Resources Assessment pertaining to prehistoric and historic-era archaeological resources. An LSA architectural historian will peer review the Cultural

Resources Assessment pertaining to the built environment, focusing on its adequacy in the context of CEQA compliance and current professional standards and practices. LSA will review the Project description and data to ensure the analysis is based on a Project that is substantially consistent with that presented to the City for review. LSA will review the methods, approach, and assumptions of the Cultural Resources Assessment to ensure that the technical analysis is adequate per Appendix G of the CEQA Guidelines. LSA will provide comments on the Cultural Resources Assessment, including any recommended revisions, additions, exclusions, etc.

LSA assumes the Cultural Resources Assessment will conclude negative findings for archaeological resources (i.e. that no archaeological resources are identified on the Project site), and that independent research or additional evaluation of the Tiki Drive-in Theatre by LSA would not be required as part of LSA's Peer Review. Additionally, this scope and cost estimate assume the Cultural Resources Assessment is no longer than 50 pages (including all appendices and attachments).

Note: LSA's scope and cost estimate assumes the Cultural Resources Assessment is comprised of one technical report that addresses impacts to both archaeological resources as well as the historic built environment. LSA's scope and cost estimate does not include a peer review of paleontological resources, which can be added to this proposal pursuant to an amendment to the scope and cost.

Memorandum Preparation. LSA will prepare a peer review memorandum and, if appropriate, a comments matrix as Adobe Acrobat PDF files that discuss the adequacy of the Cultural Resources Assessment in terms of CEQA compliance. LSA will provide one digital draft memorandum as an Adobe Acrobat PDF file to the client/City for review within 3 weeks of receiving the authorization to proceed and a complete technical report. Up to 2 hours of staff time is anticipated for LSA responses to client/City comments on the draft memorandum. A final memorandum will be submitted as an Adobe Acrobat PDF file.

SCHEDULE

LSA will provide the City with peer review memorandums for each of the technical studies outlined in Tasks 1 through 6 above within three (3) weeks of authorization to proceed and receipt of every technical report subject to peer review. We anticipate the City will require minimal further input from LSA based on Dudek’s implementation of LSA’s recommended revisions. Additional input/final peer review memorandums by LSA are detailed under each Task (1 through 6) above. LSA anticipates a total of six (6) weeks to complete the proposed peer review of technical studies prepared by Dudek. The proposed timeline for LSA deliverables is contingent on the timely receipt of complete technical studies and will not commence for each task until each study is received by LSA.

Task	Duration	Completion
Authorization to Proceed	0 days	July 15, 2020
Task 1.0: Air Quality Peer Review and Memorandum		
Review Air Quality Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum ¹	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
Task 2.0: Greenhouse Gas Emissions Peer Review and Memorandum		
Review Greenhouse Gas Emissions Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum ¹	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
Task 3.0: Energy Analysis Peer Review and Memorandum		
Review Energy Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
Task 4.0: Noise and Vibration Peer Review and Memorandum		
Review Noise and Vibration Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
Task 5.0: Transportation and VMT Peer Review and Memorandum		
Review Transportation and VMT Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
Task 6.0: Cultural Resources Assessment Peer Review and Memorandum		
Review Cultural Resources Assessment Technical Report	1 week	July 22, 2020
Prepare Draft Peer Review Memorandum	2 weeks	August 5, 2020
Applicant/Dudek Revisions*	2 weeks	August 19, 2020
Prepare Final Peer Review Memorandum*	1 week	August 26, 2020
TOTAL:		6 weeks

¹ LSA will prepare one peer review memorandum that addresses both the Air Quality Impact Analysis and the Greenhouse Gas Emissions Analysis.

*If necessary

COST ESTIMATE

The following table presents our cost estimate to prepare peer review memorandums for each of the technical studies outlined in Tasks 1 through 6 for the Mission Boulevard and Ramona Avenue Business Park Project. We propose to accomplish these tasks on an hourly basis and direct expenses for a fee of **\$18,100**. All charges for services will be a “not to exceed fee.”

Task	Labor	Reimbursables	Total Cost
Task 1.0: Air Quality Peer Review and Memorandum	\$4,900 ¹	\$0	\$4,900 ¹
Task 2.0: Greenhouse Gas Emissions Peer Review and Memorandum			
Task 3.0: Energy Analysis Peer Review and Memorandum	\$2,000	\$0	\$2,000
Task 4.0: Noise and Vibration Peer Review and Memorandum	\$4,200	\$0	\$4,200
Task 5.0: Transportation and VMT Peer Review and Memorandum	\$4,000	\$0	\$4,000
Task 6.0: Cultural Resources Assessment Peer Review and Memorandum	\$2,700	\$0	\$3,000
TOTAL COST			\$18,100

¹ LSA will prepare one peer review memorandum that addresses both the Air Quality Impact Analysis and the Greenhouse Gas Emissions Analysis.

ADDITIONAL COSTS

Hourly rates and reimbursable expenses for additional work beyond the described scope of work will be based on rates agreed upon prior to initiation of additional services.

This cost estimate assumes the Air Quality and Greenhouse Gas Analyses are presented in separate, stand-alone technical studies, and LSA would discuss their adequacy for CEQA compliance in a single peer review memorandum. If, however, the City requests separate peer review memorandums for each technical study, LSA will request an additional \$600 to cover the cost of separate peer review memorandums for Air Quality and Greenhouse Gas Emissions.

LSA’s cost estimate is based on a reasonable effort to anticipate the comprehensive scope of each technical study to be reviewed and can be adjusted through consultation with the City once the nature and scope of each technical study is known.

KEY PERSONNEL

LSA has assembled a team of technical experts experienced in providing legally sound environmental documentation. Our team has worked together on several projects in the City, including the recent Montclair Senior Living Project on Monte Vista Avenue for Chendu Holding, LLC. Below is a brief description of each key member of the team. Detailed résumés are attached as Appendix A.

Dionisios Glentis, will serve as Project Manager and primary point of contact. **Lynn Calvert-Hayes, AICP**, LSA Principal, will serve as Principal in Charge and will be available for consultation as needed.

Dionisios Glentis | Project Manager

Mr. Glentis has 15 years of environmental consulting experience and 12 years of progressive responsibility managing projects for compliance with CEQA. Mr. Glentis served as contributing author for the Montclair Senior Living Project and will be in charge of coordinating tasks for each technical expert providing a peer review memorandum. Project management tasks include regular City contact,

contract negotiation and management, oversight of LSA technical staff, schedule coordination, and development of products. Mr. Glentis will provide direction to all team members to ensure legally defensible peer review recommendations pursuant to CEQA.

Lynn Calvert-Hayes, AICP | Principal in Charge

Ms. Calvert-Hayes is Managing Principal of the LSA Riverside office. She has more than 34 years of experience in the implementation of CEQA and National Environmental Policy Act (NEPA) statutes as well as the environmental review process. Ms. Calvert-Hayes will provide overall environmental oversight to the LSA team.

Ronald Brugger | Senior Air Quality and Greenhouse Gas Emissions Specialist

Mr. Brugger is a senior air dispersion modeler at LSA with more than 26 years of experience in emissions modeling, human health risk assessment, noise modeling, regulatory analysis, and permitting and landfill gas modeling. Mr. Brugger's direct experience with all industry-standard environmental models ensures a thorough analysis using the best analysis methodology. Mr. Brugger has performed air quality and greenhouse gas emission analyses for residential, educational, infrastructure, commercial/retail projects, and institutional projects throughout the Southern California. Mr. Brugger conducted air quality and greenhouse gas emissions modeling for the Montclair Senior Living Project and will serve as peer reviewer of the Air Quality, Greenhouse Gas Emissions, and Energy Analysis technical studies.

Jason Lui | Senior Noise and Vibration Specialist

Mr. Lui is a Senior Acoustical Specialist and part of LSA's environmental technical staff. He is responsible for the preparation of noise studies for a variety of commercial, residential, industrial, and transportation projects. Mr. Lui is proficient in the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108), the SOUND32 noise model, the Traffic Noise Model (TNM) 2.5, the Roadway Construction Noise Model (RCNM), the Wyle Train Noise Model, and Computer Aided Noise Abatement (CadnaA) Noise Prediction software. Mr. Lui is also responsible for performing noise-monitoring surveys using a variety of Larson-Davis sound level meters. Mr. Lui conducted noise and vibration modeling for the Montclair Senior Living Project and will serve as peer reviewer of the Noise and Vibration Impact Analysis technical study.

Ambarish Mukherjee, P.E., AICP | Senior Transportation Planner

Mr. Mukherjee is an urban planner with specialization in transportation planning and GIS. As a Senior Transportation Planner, Mr. Mukherjee conducts Traffic Impact Assessments and Vehicle Miles Traveled (VMT) Assessments for a variety of projects including residential development, mixed-use development, commercial and office projects, industrial projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. Mr. Mukherjee prepared the trip generation memorandum for the Montclair Senior Living Project and will serve as peer reviewer of the transportation and VMT technical study.

Riordan (Rory) Goodwin | Senior Cultural Resources Specialist

Mr. Goodwin has extensive experience as Principal Investigator, Co-principal Investigator, and contributing specialist on cultural resource assessments, historic architectural evaluations, constraints analyses, Phase II testing and Phase III data recovery programs. He has written, co-written, contributed to and peer-reviewed CEQA and National Historic Preservation Act/Section 106-level California Office of Historic Preservation- and Caltrans-format cultural resource assessments,

archaeological testing and monitoring reports, historic building inventories and evaluations, management plans, Historic American Buildings Survey and the Historic American Engineering Record documentation, and Department of Parks and Recreation (DPR) form. His 30 years of experience includes both California Register of Historical Resources (California Register) and National Register of Historic Places (National Register)-level work in Riverside and San Bernardino Counties involving survey, testing, data recovery, and monitoring programs, as well as Native American consultation. Mr. Goodwin conducted an archaeological records search for the Montclair Senior Living Project and will serve as peer reviewer of the archaeological portion of the Cultural Resources Assessment technical study.

Casey Tibbet | Senior Architectural Historian

Ms. Tibbet has 22 years of architectural history experience as a former City Planner for the City of Riverside and as an architectural historian for LSA. She meets the *Secretary of the Interior's Professional Qualification Standards* as a Historian and Architectural Historian and has extensive experience with field recording/survey work; historic research; oral interviews; and preparation of historic context statements, significance evaluations, DPR 523 forms, and cultural resources reports in accordance with CEQA and NEPA regulations. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources, including water conveyance systems, railroads, roadways, fairgrounds, and buildings in rural and urban settings, for which she has authored or contributed to hundreds of cultural resources reports. As a city planner, she was responsible for completion of Community Development Block Grant (CDBG) environmental reviews in compliance with HUD, NEPA, and Section 106 requirements; processing of development applications and code amendments per CEQA regulations; EIR and EIS reviews; preparation of specific plans and Housing Elements; and participation in numerous planning-related special projects committees involving a wide variety of stakeholders. Ms. Tibbet will serve as peer reviewer of the historic built environment (i.e., Tiki Drive-In Theatre) portion of the Cultural Resources Assessment technical study.

SPECIFICATIONS

- This scope and cost estimate does not include the preparation or review of technical studies not specifically identified in the scope of work.
- The cost to prepare the peer review memorandums identified under Tasks 1 through 6 does not include activities outside the scope of services presented in our proposal.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided above. Any agreed-upon out-of-scope costs and additional work will be based on LSA's Schedule of Fees effective at the time of additional work is requested.
- The cost proposal does not include review of LSA's peer review memorandums identified under Tasks 1 through 6 by attorneys or third-party reviewers. If the City desires attorney and/or third-party reviewer involvement, the cost to respond to attorney and/or third-party reviewer comments shall be negotiated between LSA and the City before LSA responds to the comments made by those entities.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.

- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after LSA has received authorization to proceed. It is assumed that LSA can use and rely on the information contained in these documents. While LSA will review these documents to determine if they are adequate to use in an EIR, we will not be responsible for the content or accuracy of these studies.
- LSA will provide copies of review documents in electronic format or on flash drive to reduce printing and mailing costs for LSA and the City.
- The cost estimate is valid for a period of 90 calendar days from the proposal due date. Beyond 90 days, LSA reserves the right to re-evaluate the estimated costs and scope of work.
- The cost for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis. Unless otherwise specified, LSA expects payment within 30 days of submitting invoices based on percent completion of tasks in progress, after approval by the City.

We look forward to working with you on this project. If you have any questions feel free to contact me at 951-781-9310 or dionisios.glentis@lsa.net. Thank you again for the opportunity to provide this proposal.

Sincerely,

LSA Associates, Inc.



Dionisios Glentis
Senior Environmental Planner



If you agree with these terms to perform peer review of technical studies for the Mission Boulevard and Ramona Avenue Business Park Project in Montclair, San Bernardino County, CA (**\$18,100**) please provide written authorization below and return a copy to me. Please contact me at dionisios.glentis@lsa.net or 951-781-9310 if you have any questions.

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED.

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company

Company

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

APPENDIX A
RESUMES OF KEY STAFF

DIONISIOS GLENTIS
PROJECT MANAGER



EXPERTISE

CEQA and NEPA Analyses

Construction Site
Compliance

Mitigation Monitoring and
Reporting Programs

Worker Environmental
Awareness Programs

Cultural Resources
Management

EDUCATION

B.A. in Anthropology (Magna cum Laude); minor in Business Administration, California State University, San Bernardino. 2005.

Certificate of Ethnomusicology, University of California, Irvine. 2004.

PROFESSIONAL EXPERIENCE

Environmental Planner, LSA, Riverside, California. September 2015–present.

Professional Environmental Consulting, emphasis on Cultural Resources. 2005–present.

PROFESSIONAL RESPONSIBILITIES

Mr. Glentis has 15 years of environmental consulting experience and 12 years of progressive responsibility managing projects for compliance with CEQA. Mr. Glentis has managed up to 30 projects at a time ranging in size and scope from multi-year licensing projects to short-term projects constructed under rapid schedules. He has collaborated effectively with local, State, and federal agencies (e.g., City of La Verne, City of Murrieta, City of Riverside, Caltrans, and California Public Utilities Commission) and planning/engineering/construction teams to successfully execute over one thousand projects pursuant to CEQA.

PROJECT EXPERIENCE

Montclair Senior Living Project
Montclair, California

Mr. Glentis served as contributing author of an Initial Study/Mitigated Negative Declaration (IS/MND) for the demolition of three medical office buildings totaling 30,000 square feet and the construction of two senior assisted living and memory care facilities comprised of 140 dwelling units (152 beds and 84,000 square feet) on 3.1 acres. Specific issues addressed include aesthetics, hydrology and water quality, hazards and hazardous materials, noise, transportation, and utilities.

Murrieta Self-Storage Project
Murrieta, California

Mr. Glentis serves as project manager and author of an Initial Study/Mitigated Negative Declaration (IS/MND) for a 115,000-sf self-storage facility on 5 acres for Pars Global, LLC. Mr. Glentis coordinated the preparation of technical studies (air quality/greenhouse gas, cultural resources, biological resources, noise, and traffic) as part of the project. Specific issues addressed include cultural, biological, and paleontological resources, air quality, greenhouse gases, traffic, noise, and annexation of the project site into the Western Municipal Water District.

Damien High School Master Plan Update Project
La Verne, Los Angeles County, California

Mr. Glentis served as project manager and author of an IS/MND to update the Damien High School Master Plan. Master Plan buildout is anticipated over a 10-year period includes the construction of a Student Center, Chapel, Science Building, and Performing Arts Studio totaling approximately 73,000 sf of new building area under three phases of development on 25.8 acres. Mr. Glentis coordinated preparation of technical studies (air quality, cultural resources, greenhouse gas, noise, and traffic) as part of the project. Specific issues addressed include Historic Properties, noise, air quality, traffic, and hazards/hazardous materials.

Lincoln Avenue Warehouse Project
Riverside, Riverside County, California

Mr. Glentis served as project manager and author of an IS/MND for development of a 112,000-sf warehouse on 5.9 acres for Warmington Properties, Inc. Mr. Glentis coordinated the preparation of technical studies (air quality, health risk, cultural, biological, greenhouse gas, noise, and traffic) as part of the project. Specific issues addressed include construction and long-term air quality, noise, and traffic impacts to adjacent residential uses. In addition, Mr. Glentis managed implementation of the project-specific Mitigation Monitoring and Reporting Program during construction.

PROJECT EXPERIENCE (CONTINUED)

**Gateway South Building 6 Lena West Project
San Bernardino, California**

Mr. Glentis served as project manager and author of an IS/MND for the construction of a 135,500-square foot high cube industrial warehouse building on 7.28 acres, and expansion and improvement of existing storm basin facilities on approximately 10.49 acres adjacent to the south of the proposed warehouse building. The project also included demolition of an on-site residential structure. Specific issues addressed included traffic, air quality, greenhouse gas emissions, hazards and hazardous materials, noise, water quality and hydrology, and biological and cultural resources.

**Triton Substation Project
Temecula, California**

Mr. Glentis served as the lead for cultural and paleontological resources mitigation compliance during construction of the 115/12 kV Triton Substation for Southern California Edison. His responsibilities included cultural resources inventories, managing and deploying compliance monitors, implementing cultural and paleontological treatment plans and discovery protocols, developing and administering Worker Environmental Awareness Programs, and coordinating with the California Public Utilities Commission. Subsequent Distribution Substation Planning work was managed in accordance with CEQA Sections 15300 to 15333 utilizing the IS/MND from the Triton Substation Project for guidance.

**Stratos Fuel Hydrogen Electrolysis and Steam Methane Reformation Plant Project
Moreno Valley, Riverside County, California**

Mr. Glentis served as project manager and primary author of an Addendum to a Negative Declaration to develop a hydrogen electrolysis and steam methane reformation plant and associated corporate office facility on 8.82 acres previously approved for development of industrial warehouses under the Moreno Valley Industrial Park Master Area Plot Plan PA07-0035. The project is located within the Moreno Valley Industrial Area [Specific] Plan (SP #208). Specific issues addressed include hazardous materials and fire safety, land use compatibility, and residential sensitive receptors.

**Monarch Hills Residential EIR Project
Fontana, California**

Mr. Glentis served as a contributing author of the EIR for a 489-residential dwelling unit development within the North Fontana Conservation Program Area for the City of Fontana. The project includes a General Plan Amendment, Municipal Code Amendment, and Zone Change. Specific issues addressed in the EIR included aesthetics, cultural resources, biological resources, geology and soils, hydrology and water quality, hazards and hazardous materials, traffic, and public services.

**Addendum No. 4 to the Roripaugh Ranch Specific Plan EIR
Temecula, California**

Mr. Glentis serves as project manager and author of Addendum No. 4 to the Roripaugh Ranch Specific Plan Environmental Impact Report (EIR) for the proposed reconfiguration of Planning Area 30 within the Roripaugh Ranch Specific Plan. Addendum No. 4 analyzes Planning Area 30 in the same location with substantially similar uses as approved under the Certified EIR but with the addition of up to six (6) detached bungalows to be used only as intermittent rental units for guests of the residents of Phase 2 of Roripaugh Ranch. Mr. Glentis coordinated the preparation of supporting technical studies (air quality/greenhouse gas and traffic) as part of the project. Specific issues addressed include air quality, greenhouse gas emissions, traffic, noise, land use, and Tribal Cultural Resources.

LYNN CALVERT-HAYES, AICP
PRINCIPAL IN CHARGE



EXPERTISE

Environmental Policy and Analysis
CEQA and NEPA

EDUCATION

San Diego State University, B.S. in
Geology, San Diego, 1979.

**PROFESSIONAL
CERTIFICATIONS/
REGISTRATIONS**

American Institute of Certified
Planners (AICP), Certification No.
9870.

American Planning Association (APA).

Association of Environmental
Professionals (AEP).

Financial Vice President/CFO
2012-present.

State Conference Chair 2017
State Conference Committee
2002.

Executive Vice President 1994–
1999.

Southern California Regional
Director 1993–1995.

Inland Empire Chapter Director
1991–1993.

Inland Empire Chapter Treasurer
1990–1991.

State Legislative Committee 1992–
1993.

Inland Geologic Society.

Board of Directors of Riverside Land
Conservancy 1997–2006.

March AFB Restoration Advisory
Board 1997–1998.

California State Bar, Environmental
Law Section

PROFESSIONAL RESPONSIBILITIES

Ms. Calvert-Hayes has more than 34 years of experience in land use plans, public agency cases, general and comprehensive environmental analysis (California Environmental Quality Act [CEQA] and National Environmental Policy Act [NEPA]), geology, soils and seismicity analysis, surface mining and reclamation plans, public agency case processing, preparation of environmental documents on Habitat Conservation Plan (HCP) and Multiple Species Habitat Conservation Plan (MSHCPs), transportation projects, residential and commercial specific plans, mixed-use developments, materials recovery facilities (MRF), surface mining permits, mitigation monitoring programs, and other specialized planning documents. Ms. Calvert-Hayes's professional history includes experience as a project manager at Chambers Group; environmental planner/project manager for J.F. Davidson Associates in Riverside, California; a planner with the City of Banning, California; and an environmental technician with the County of San Bernardino, California. Ms. Calvert-Hayes has also taught Geology for the Redlands Unified School District gifted student program and is a guest lecturer on CEQA at the University of California, Riverside. She was also on the State Board of the Association of Environmental Professionals for 12 years and is a member of the Environmental Law Section of the California State Bar.

PROJECT EXPERIENCE

**Canyon Meadows Development
Chino Hills, California**

Ms. Calvert-Hayes was the Project Manager for an EIR evaluating the impacts of a General Plan amendment to allow an increase in density to allow the development of 341 residential units on 546.2 acres in Carbon Canyon. Proposed land uses include residential lots of a minimum size of 7,800 sf; a private community center, access roads; a wastewater lift station; and preservation of approximately 77 percent of the site in natural open space. Major areas of analysis include biological resources, land use compatibility, impacts on the Chino Hills State Park, traffic on Carbon Canyon Road, noise and air quality impacts, hydrology, hillside grading, and public services and utilities.

**Oak Valley & SCPGA Golf Course Specific Plan EIR
Riverside County, California**

Ms. Calvert-Hayes was the Project Manager for an EIR analyzing the impacts of a 1,750-acre golf/recreation-oriented master planned community. The proposed project will consist of a mix of residential, commercial, schools, parks, golf course, and open space and will include 4,367 dwelling units on a total of 845.6 acres, three schools on 40.0 acres, 16.0 acres of neighborhood commercial, 37.6 acres of community commercial, 38.0 acres of parks, 500.0 acres of golf course, 218.3 acres of open space and 52.4 acres of major roads. The golf course is in the process of being constructed and was the subject of a prior County of Riverside approval (Substantial Conformance No. 1 and Plot Plan No. 15651).

**Summit Valley Ranch Specific Plan EIR
Hesperia, California**

Ms. Calvert-Hayes managed an EIR for a Specific Plan in the Horsethief Canyon area of Hesperia west of Silverwood Lake State Recreation Area. The project involves annexation to the City of Hesperia, a General Plan Amendment, and rezoning. The Specific Plan proposes the development of 1,688 dwelling units, professional office space, commercial, country club/community and recreational

**PROFESSIONAL
EXPERIENCE**

Principal, LSA, Riverside, California.
1996–present.

Project Manager, Chambers Group.
1991–1996.

Environmental Planner/Project
Manager, J.F. Davidson Associates,
Riverside, California. 1989–1991.

Planner, City of Banning, California.
1987–1989.

Environmental Technician,
County of San Bernardino,
California. 1985–1987.

PROJECT EXPERIENCE (CONTINUED)

facility, 18-hole community golf course, elementary school, and passive open space on 788 acres. The proposed Specific Plan is unique in that it involves a sand and gravel surface mine and a 100-acre plant nursery as interim land uses. The EIR examined all environmental issues; of particular concern are biological resources, the impact of development and mining on the regional water supply, drainage, and traffic along State Route 138.

**The Colonies at San Antonio
Upland, California**

Ms. Calvert-Hayes prepared an IS and Supplemental EIR to the San Antonio Lakes Specific Plan EIR No. 800. The Specific Plan was approved by the City of Upland in 1988. This action included an amendment to the City’s General Plan and a Zone Change in granting specific development rights for an undeveloped 440.5-acre parcel of land located in the northeastern corner of the City of Upland. The Specific Plan proposed a mixed-use planned community of single-family and multiple-family residential, commercial, recreational, and community uses surrounding a flood control lake at an interchange of State Route 30. The Supplemental EIR analyzed the impacts of revisions to the Specific Plan that would allow for a change in residential densities and the timing on the implementation of infrastructure phasing.

**The Colonies at San Antonio
Upland, California**

Ms. Calvert-Hayes prepared an IS and Supplemental EIR to the San Antonio Lakes Specific Plan EIR No. 800. The Specific Plan was approved by the City of Upland in 1988. This action included an amendment to the City’s General Plan and a Zone Change in granting specific development rights for an undeveloped 440.5-acre parcel of land located in the northeastern corner of the City of Upland. The Specific Plan proposed a mixed-use planned community of single-family and multiple-family residential, commercial, recreational, and community uses surrounding a flood control lake at an interchange of State Route 30. The Supplemental EIR analyzed the impacts of revisions to the Specific Plan that would allow for a change in residential densities and the timing on the implementation of infrastructure phasing.

**University Project Supplemental EIR
San Bernardino County, California**

Ms. Calvert-Hayes was the Project Manager for a Supplemental EIR for the University Project, which analyzed the project’s proposed modifications to the approved University/Crest project. The proposed project included 1,346 homes, 15 acres of commercial development, a school, and parks. The Supplemental EIR was prepared to address the minor technical changes or additions that were needed to make the previous EIR applicable to the project.

RON BRUGGER
SENIOR AIR QUALITY SPECIALIST



EXPERTISE

Air Dispersion Modeling
Human Health Risk Assessment
Noise Modeling
Regulatory Analysis and Permitting

EDUCATION

University of Wisconsin, Madison, B.S., Mechanical Engineering, 1983.
Trinity Consultants, Air Dispersion Modeling Course, 1994.
Blue Scape Environmental, Air Toxics Health Risk Assessment and HARP Course, 2004.
Blue Scape Environmental, Rule 1401 Health Risk Assessment Course, 2005.
Lakes Environmental, Air Dispersion Modeling Workshop and AERMOD Course, 2007.

PROFESSIONAL EXPERIENCE

Senior Air Quality Specialist, LSA, Irvine, California, 2003–Present.
Air Quality and Health Risk Specialist, TRC Companies, Inc., environmental consultants, Southern California, 1992–2003.
Senior Software Engineer, BDM International, Inc., engineering services consultants, Southern California, 1989–1992.

PROFESSIONAL RESPONSIBILITIES

Mr. Brugger is a Senior Air Quality Specialist at LSA with over 26 years of experience in air emissions modeling and impact analysis, human health risk assessment, noise modeling, and regulatory analysis. His direct experience with all industry-standard environmental models ensures a thorough analysis using the best analysis methodology. Mr. Brugger is proficient with the use of the AERMOD, AERSCREEN, HARP2, CALEEMOD, EMFAC2014, CALINE4 air quality models and various noise models. Mr. Brugger has conducted many quantitative health risk assessments of project emissions of toxic air contaminants and the health risks to nearby residents and other sensitive receptors.

Mr. Brugger is leading the way in developing techniques to analyze greenhouse gas emissions from individual projects and their effects on climate change, working with cities and counties throughout California to develop legally defensible studies. He has contributed his energy efficiency, sustainability, and global climate change impact analysis expertise to developing the Energy and Sustainability sections for residential, commercial, and industrial development projects as well as roadway improvement projects.

PROJECT EXPERIENCE

**Montclair Senior Living Project
Montclair, California**

Mr. Brugger conducted CalEEMod modeling of emissions of criteria pollutants and greenhouse gases from construction activities, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also incorporated all the modeling results in the air quality and greenhouse gas emissions sections of the Initial Study/Mitigated Negative Declaration (IS/MND) for the project.

**Shorecliff Senior Housing Project
San Clemente, California**

Mr. Brugger conducted CalEEMod modeling of criteria pollutant and greenhouse gas emissions from project construction and long-term operations. He also incorporated all the modeling results in an air quality/climate change impact report that discussed existing conditions, applicable regulations, project impacts, consistency, and standard conditions. Mr. Brugger also prepared a health risk assessment (HRA) for the project. The HRA was conducted due to the close proximity of the project to Interstate 5, a source of toxic air contaminants (TACs) from vehicle exhaust. The HRA assessed the impact of TAC emissions on individuals who will live and work in the senior living facility.

**Seaside Senior Living Project
Seaside, California**

Mr. Brugger conducted CalEEMod modeling of criteria pollutant and greenhouse gas emissions from project construction and long-term operations. He also incorporated all the modeling results in an air quality/climate change impact report that discussed existing conditions, applicable regulations, project impacts, consistency, and standard conditions. Mr. Brugger also prepared a health risk assessment (HRA) for the Seaside Senior Living project. The HRA was conducted due to the close proximity of the project to State Route 1, a source of TACs from vehicle exhaust. The HRA assessed the impact of TAC emissions on individuals who will live and work in the senior living facility..

RON BRUGGER
SENIOR AIR QUALITY SPECIALIST

PROJECT EXPERIENCE (CONTINUED)

Roripaugh Specific Plan EIR Addendum No. 4 Temecula, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations for Addendum No. 4 of the Roripaugh Ranch Specific Plan (RRSP) in the City of Temecula.

16542 Milliken Congregate Care Irvine, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also prepared an air quality/climate change impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures

Paulk Winery Temecula, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also incorporated all the modeling results in a climate impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures.

Fazeli Cellars Temecula, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also incorporated all the modeling results in a climate impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures.

Twenty Three Single-Family Homes WestCal Property Group, Inc. Corona, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also incorporated all the modeling results in an air quality and climate change impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures.

Perris Marketplace Perris, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations. He also incorporated all the modeling results in an air quality and climate change impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures.

Redlands Mall Redevelopment Redlands, California

Mr. Brugger conducted CalEEMod modeling of emissions from construction operations, including equipment, fugitive dust, and architectural coatings; and long-term operations, including a health risk assessment and CO hot-spot analysis. He also incorporated all the modeling results in an air quality and climate change impact study that discussed existing conditions, applicable regulations, project impacts, cumulative impacts, and mitigation measures.

JASON LUI
SENIOR NOISE SPECIALIST



EXPERTISE

Noise and Vibration

EDUCATION

California State University,
Fullerton, M.S., Environmental
Studies, 2014.

University of California, Irvine,
B.A., Environmental Analysis and
Design, 2002.

**PROFESSIONAL
CERTIFICATIONS/
REGISTRATIONS**

Environmental Management
Certification, University of
California, Irvine

Federal Highway Administration
Traffic Noise Model 2.5, Bowlby
& Associates, Inc., Franklin,
Tennessee

**PROFESSIONAL
EXPERIENCE**

Associate/Senior Noise Specialist,
LSA, Irvine, California, September
2002–Present.

PROFESSIONAL RESPONSIBILITIES

Mr. Lui is an Associate/Senior Noise Specialist at LSA with more than 15 years of experience in environmental studies, specializing in noise and vibration. He is responsible for preparing noise and vibration studies in accordance with procedures specified by State and local guidelines, as well as protocols for a variety of commercial, residential, industrial, and transportation projects. He is proficient in the use of the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108), the Traffic Noise Model 2.5, MicroStation, and geographic information systems (GIS). He is also responsible for measuring noise with Larson Davis Models 831, 824, and 820 sound level meters.

PROJECT EXPERIENCE

**Montclair Senior Living
Montclair, California**

Mr. Lui assisted in the preparation of an IS/MND for the demolition of three medical office buildings totaling 30,000 sf and the construction of two senior living facilities comprising 140 dwelling units (152 beds) totaling 84,000 sf on 3.1 acres. Specific issues addressed include aesthetics, hydrology and water quality, hazards and hazardous materials, noise, traffic, and utilities.

**Shorecliffs Senior Housing
San Clemente, California**

Mr. Lui prepared the noise and vibration impact analysis technical report for the development of the Shorecliffs Senior Housing project which consists of 150 senior apartment dwelling units at 501 Avenida Vaquero on the existing driving range of the Shorecliffs Golf Course in San Clemente, California.

**16542 Millikan Avenue
Irvine, California**

Mr. Lui prepared the noise and vibration impact analysis technical report for the demolition of the existing 20,943 sf of office use and 37,907 sf of industrial use and the construction of a 424,113-sf congregate care facility with 230 independent living rooms and 140 assisted living rooms.

**Gallery Senior Living
Menifee, California**

Mr. Lui prepared the an Acoustical Analysis revalidation and update for a 118-bed assisted living center located on Antelope Road just north of Alderagate Road in the City of Menifee, Riverside County, California.

**Damien High School Master Plan Update Project
La Verne, Los Angeles County, California**

Mr. Lui assisted in the preparation of an IS/MND to update the Damien High School Master Plan. The Master Plan buildout is anticipated over a 10-year period and would include the construction of a Student Center, a Chapel, a Science Building, and a Performing Arts Studio totaling approximately 73,000 sf of new building area within three phases of development on 25.8 acres.

JASON LUI
SENIOR NOISE SPECIALIST

PROJECT EXPERIENCE (CONTINUED)

Center Pointe Shopping Center Menifee, California

Mr. Lui prepared the noise and vibration memorandum for the Center Pointe Shopping Center in Menifee, California. The project includes one 2,800 sf fast-food restaurant with a drive-through window, three high-turnover sit-down restaurants with a gross area of 24,060 sf, one 30,000 sf supermarket, one 6,500 sf retail store, a proposed 10,000 sf retail space for future development, and 518 parking spaces.

Rancho Del Prado Specific Plan Colton, California

Mr. Lui prepared the noise and vibration impact analysis technical report for a proposed residential development site is located on undeveloped land that is within Colton and partly within Loma Linda. Subject to the approval of a specific plan, tentative tract map, and project Environmental Impact Report (EIR), the portion of the proposed project site that is currently within Loma Linda would be de-annexed by the City of Loma Linda and annexed by the City of Colton. The site has two main points of access: via Prado Lane in the northwest portion of the site and Crystal Ridge Lane in the southwest.

Alexan Montclair Montclair, California

Mr. Lui prepared the noise and vibration impact analysis technical report for a 211-unit residential apartment project. The propose project consist of a four legal parcels from the existing 6.27-acre site and provide street access for the new development. The new lots, ranging in size from 0.57 to 1.91 acres in size, are arranged around the "L"-shaped public street located roughly the center of the site. In addition, public and private street access is proposed around the site and the project would include a 0.24-arce private park.

7-Eleven Fontana, California

Mr. Lui prepared the noise and vibration impact analysis technical report to demolish an existing residential dwelling unit for the construction of a new 3,000 sf, 24-hour convenience store (7-Eleven) along with a fueling station and a Type 20 license for alcoholic beverage sales at the convenience store.

Rancho San Gorgonio Specific Plan Banning, California

Mr. Lui prepared the noise impact analysis for a 848-acre project site that consists of 42 planning areas. These areas include single-family and multi-family residential, senior adult housing, neighborhood commercial, and a community park.

Chino Norton Residential Development Chino, California

Mr. Lui prepared a noise memorandum to update the noise analysis for an 8.9-acre project site due to changes to the site plan. The project consisted of 39 single-family dwelling units. Changes to the site plan included an optional California room and balcony for the proposed residential units, a detention basin south of Lots 36 through 39, and the modification of the location and height of the property wall for Lots 36 through 39 on the south side of the project site.



EXPERTISE

Traffic Impact Studies
Pedestrian and Bicycle Planning
Transit Routing
Goods Movement
Transportation Funds and Grants Management
GIS Analysis
Statistical and Analytical Research
Land Use and Transportation Modeling
Advanced Data Analysis
Intelligent Transportation Systems

EDUCATION

University of Texas at Arlington, Texas, Master of City and Regional Planning with concentrations in Transportation and Land Use Planning, and GIS. 2003–2005.

- Recipient of the prestigious Graduate Dean’s Fellowship for the entire period of study.
- Graduate Certificate in GIS.

Indian Institute of Technology, Kharagpur, India, Bachelor of Architecture (Honors), 1998–2003.

PROFESSIONAL RESPONSIBILITIES

As an Associate and Senior Transportation Planner at LSA’s Riverside office, Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects, and conducts Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. He is currently in charge of LSA’s Riverside Office Transportation group. Prior to joining LSA, he worked with the Fort Worth Transportation Authority as a Transit Planner.

Mr. Mukherjee’s project experience includes the following areas:

- Circulation Analysis/Roadway Improvement Projects
- Commercial/Office Projects
- Freeway/Interchange Improvement Projects
- Industrial/Warehouse Projects
- Institutional Projects
- Mixed-Use Projects
- Modeling Projects
- Parking Structure Projects
- Residential Projects
- School and University Projects
- Specific Plans/General Plans
- Transit/Transit-Oriented Development Projects
- Additional Experience

PROJECT EXPERIENCE

Interstate 5 Widening (I-605 to SR-60), Los Angeles County, CA

Mr. Mukherjee worked on the intersection analysis component for the I-5 Widening Project. The study included analysis of approximately 150 intersections and conducted using Synchro. The project consisted of widening I-5 to accommodate High-Occupancy Vehicle (HOV) lanes and/or general-purpose lanes. The study area consisted of the entire stretch of I-5 between I-605 and SR-60. The report included current traffic counts, forecasts, and operational analyses for seven design alternatives on traffic flow and circulation along the freeway mainline, the HOV lanes, and the freeway ramps, and analysis of 150 intersections.

Interstate 710 Corridor Project, Los Angeles County, California

Mr. Mukherjee assisted in the preparation of the Traffic and

CONTINUING EDUCATION

Dowling Associates, Inc., Oakland, Traffix Software Training, December 2007.

University of California Extension, Berkeley, Basic SYNCHRO and SimTraffic: Tools for Traffic Signal Timing, September 2007.

University of California Extension, Berkeley, Fundamentals of Signal Timing and Operations, March 2007.

PROFESSIONAL EXPERIENCE

Associate, LSA, Riverside, California, 2006–Present.

Service Planner I, Fort Worth Transportation Authority, Fort Worth, Texas, 2005.

Graduate Research Assistant, School of Urban and Public Affairs, University of Texas at Arlington, 2003–2004.

Architecture Intern, Raj Rewal and Associates, New Delhi, India, 2002.

PROFESSIONAL AFFILIATIONS

Professional Engineer (California C88084)

American Institute of Certified Planners (AICP), Membership Number 023158

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

PROJECT EXPERIENCE (CONTINUED)

Transportation section of the Environmental Impact Report/ Environmental Impact Statement (EIR/EIS). The section included a summary of freeway mainline and ramp Level of Service (LOS) for each alternative, as well as local intersection LOS, and a discussion of VMT, VHT, and VHD. Improvements were identified to enhance intersection performance at several locations in the study area. The EIR section also summarized the accident statistics and safety elements of the proposed project.

Eucalyptus Industrial Park, Moreno Valley, Riverside County, California

Mr. Mukherjee was the Project Manager for this project. This traffic study was prepared to assess the potential circulation impacts associated with the proposed development of approximately 1.9 million square feet of high-cube warehousing and approximately 0.3 million square feet of warehousing to be located on Eucalyptus Avenue between Moreno Beach Drive and Redlands Boulevard in the City of Moreno Valley. The study included traffic operations analysis of 17 intersections including intersections along Nason Street. As part of this project, LSA prepared a SimTraffic simulation that illustrated traffic operations around the vicinity of the proposed project. The simulation included the SR-60 interchanges with Moreno Beach Drive and Redlands Boulevard.

Globemaster Corridor Specific Plan Vehicle Miles Traveled Analysis, Long Beach, Los Angeles County, California

LSA was hired to prepare a VMT analysis for the Globemaster Corridor Specific Plan (GCSP) Project in Long Beach. Mr. Mukherjee was the project manager for this project. The GCSP provides the planning and regulatory framework for guiding future development and attracting quality jobs to the approximately 432.12-acre GCSP area located adjacent to the Long Beach Airport, Interstate 405, and the surrounding residential and business community. The regional (city) VMT per capita for both the base (2012) and future (2040) model scenarios were obtained from the SCAG RTP model runs. The existing (2019) VMT per capita was developed by interpolating between base and future year VMT data obtained from the SCAG RTP model. Project select zone model runs were utilized to develop the project VMT. The project VMT per capita was calculated for both base (2012) and future (2040) model scenarios. The existing (2018) project VMT per capita was developed by interpolating between the base and future year VMT per capita for the project.

RIORDAN (RORY) GOODWIN
SENIOR CULTURAL RESOURCES SPECIALIST



EXPERTISE

Historical and Military
Archaeology

Historical Research

Phase I Surveys

Phase II Test Excavation
Programs

Cultural Resources Monitoring

Native American Consultation

EDUCATION

Anthropology Graduate
Program (completed all but
thesis), San Diego State
University, California, 1993.

Bachelor of Arts in
Anthropology, San Diego State
University, California, 1987.

Undergraduate Studies, Palomar
Community College, San
Marcos, California, 1986.

**SPECIALIZED
TRAINING**

BNSF RailSafe Railroad Safety
Training

County of Riverside, Cultural
Sensitivity Training

HAZMAT 40-Hour Training

Unexploded Ordnance
Awareness 8 hour

Desert Tortoise Awareness
Training

PROFESSIONAL RESPONSIBILITIES

Mr. Goodwin has extensive experience as Principal Investigator, Co-principal Investigator, and contributing specialist on cultural resource assessments, historic architectural evaluations, constraints analyses, Phase II testing and Phase III data recovery programs. He has written, co-written, contributed to and peer-reviewed CEQA and NHPA/Section 106-level California Office of Historic Preservation- (OHP) and Caltrans-format cultural resource assessments, archaeological testing and monitoring reports, historic building inventories and evaluations, management plans, HABS/HAER documentation, and Department of Parks and Recreation (DPR) form . His thirty years of experience includes both California Register of Historical Resources (California Register) and National Register of Historic Places (National Register)-level work in Riverside and San Bernardino Counties involving survey, testing, data recovery, and monitoring programs, as well as Native American consultation.

PROJECT EXPERIENCE

Mr. Goodwin has performed hundreds of Phase I cultural resources assessments, which included resource documentation, and many Phase II archaeological testing programs for projects ranging in size from a fraction of an acre to over a 1,000 acres. Selected projects include:

**Stratford Ranch Residential
Perris, California**

Mr. Goodwin conducted the Phase I field survey, site record update, Phase II testing, and laboratory analysis, and prepared the report. He arranged for curation of artifact collection.

**The Village Estates
Lake Elsinore, California**

Mr. Goodwin conducted the Phase I field survey, site recordation, Phase II testing, and laboratory analysis. He assisted with architectural evaluation and co-authored report.

**Gateway Center Specific Plan
Riverside County, California**

Mr. Goodwin led the Phase I field survey, updated resource documentation, conducted Phase II testing, evaluated resources, conducted Native American consultation on behalf of the County, and prepared the report.

**Pulte Homes Tract 18917
Riverside County, California**

Mr. Goodwin conducted the records search and Phase I field survey, and prepared the report.

**State Street Extension Project
San Bernardino, California**

Mr. Goodwin conducted the Phase I survey, research, and Native American consultation on behalf of Caltrans, and prepared an HPSR and ASR in accordance with Caltrans SER guidelines, Section 106, and CEQA. The project received SHPO concurrence on the HPSR/ASR reports.

RIORDAN GOODWIN
SENIOR CULTURAL RESOURCES SPECIALIST

PROJECT EXPERIENCE (CONTINUED)

Boulders Development Project
Palm Springs, California

Mr. Goodwin conducted the records search and Phase I field survey, updated resource documentation, and prepared the report.

CVS Pharmacy Project
Murrieta, California

Mr. Goodwin conducted the records search and Phase I field survey, documented and evaluated resources, and prepared the report.

South Coast Winery Resort and Spa
Riverside County, California

Mr. Goodwin supervised monitoring, acted as lead monitor, and prepared the report. No cultural resources were identified.

J.W. Mitchell Specific Plan
Fontana, California

Mr. Goodwin conducted the Phase I survey, research, documented and evaluated historic-period resources, and prepared the assessment report.

Exchange Club Park
Hemet, California

Mr. Goodwin supervised and led the archaeological monitoring program, coordinated with Native American Tribes and the County Inspector, and prepared the monitoring report.

Mercado Park Project
Perris, California

Mr. Goodwin conducted the archaeological monitoring program, coordinated with the City Inspector, and prepared the monitoring report.

Colton Crossing Grade Separation
Colton, California

Mr. Goodwin conducted the Phase I survey and Extended Phase I (XPI) archaeological testing of a segment of BNSF Railroad, designed and supervised the ground-penetrating radar (GPR) program, documented and evaluated historic-period resources, coordinated research, supervised laboratory analysis, conducted Native American consultation on behalf of Caltrans, prepared Caltrans-format Historic Property Survey Report (HPSR), Archaeological Resources Report (ASR), and XPI Report, and contributed to the Historic Resources Evaluation Report (HRER) in accordance with Caltrans SER guidelines, Section 106, and CEQA. He also arranged for disposition of the artifact collection. The project received SHPO concurrence on the HPSR/HRER/ASR/XPI reports.

I-15/I-215 Interchange
Devore, California

Mr. Goodwin conducted the Phase I survey, assisted with XPI survey/mapping, documented and evaluated historic-period resources, conducted research with the San Bernardino County Archaeologist, conducted additional research on equestrian trails, coordinated and collated multiple records searches, supervised and participated in an archaeological monitoring program, conducted Native American consultation on behalf of Caltrans, prepared an HPSR, ASR, and monitoring report, and contributed to the HRER in accordance with Caltrans SER guidelines, Section 106, and CEQA. The project received SHPO concurrence on the HPSR/HRER/ASR reports.

CASEY TIBBET

ASSOCIATE
HISTORIAN/ARCHITECTURAL HISTORIAN



EXPERTISE

Project Management
Historic Preservation Planning
Field Survey/Recording
Historic Research
CEQA/NEPA Evaluations and Compliance
Caltrans Compliance
Findings of Effect
National Register Nominations
Historic Preservation Certification Part 1 and 2 Tax Credit Applications
City Planning

EDUCATION

University of California, Riverside, Master of Arts, History (Historic Preservation).
University of California, Riverside, Bachelor of Arts, Political Science.

AWARDS

2018 APA, Inland Empire Chapter, Award – City of Redlands Comprehensive General Plan Update – Category Winner for Comprehensive Plan – Small Jurisdiction.
2017 Los Angeles Conservancy’s Chairman’s Award for Survey/LA,

PROFESSIONAL RESPONSIBILITIES

Ms. Tibbet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later as a full-time architectural historian. She meets the *Secretary of the Interior’s Professional Qualification Standards* as a Historian and Architectural Historian and has extensive experience with field recording/survey work; historic research; oral interviews; preparation of historic context statements, significance evaluations, DPR 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations and Caltrans requirements for CEQA and NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources including water conveyance systems, railroad lines, roadways, fairgrounds, and buildings in rural and urban settings and has authored or contributed to hundreds of cultural resources reports.

Ms. Tibbet’s 13 years of experience as a city planner for the City of Riverside included processing of development applications and code amendments per CEQA regulations; EIR and EIS reviews; preparation of specific plans and the Housing Element; and participation in numerous planning-related special projects committees involving a wide variety of stakeholders.

PROJECT EXPERIENCE

Azusa Conduit, Angeles National Forest, Los Angeles County, California

Ms. Tibbet served as the Project Manager, architectural historian, and researcher for this project, which involved the survey and evaluation of an approximately 5.83-mile long water conduit associated with a hydroelectric power plant. The conduit is situated on the east and south sides of the San Gabriel River, which is a “navigable water of the United States” and falls under the jurisdiction of the U.S. Army Corps of Engineers (USACE). The conduit, which dates to the 1890s, was determined eligible for listing in the National Register of Historic Places. A report, including an extensive historic context and DPR 523 forms, was completed.

Arcadia Documentation Process, City of Arcadia, Los Angeles County, California

Ms. Tibbet has completed or supervised completion of more than 600 residential evaluations in Arcadia. These projects are sponsored by

CASEY TIBBET

ASSOCIATE
HISTORIAN/ARCHITECTURAL HISTORIAN

AWARDS (CONTINUED)

the Los Angeles Historic Resources Survey.

2014 Preservation Design Award in the Restoration category for the Hollyhock House Barnsdall Park Phase III Project.

2003 APA Inland Empire Section Outstanding Planning Award Plan Implementation – Large Jurisdiction, Downtown Riverside Specific Plan.

PROFESSIONAL AFFILIATIONS

Society of Architectural Historians

California Preservation Foundation

PROFESSIONAL EXPERIENCE

Associate and Cultural Resources Group Leader, LSA, Riverside, California, 2005–present.

Historian/Architectural Historian, CRM TECH Riverside, California, 2003–2005. Associate Planner, City of Riverside, Riverside, California, 1990–2003.

PRESENTATIONS

Riverside County History Symposium (with Erin Gettis, City of Riverside) – YOUR Local Ordinance: Empowering Preservation in YOUR Community, October 2007.

PUBLICATIONS

Article published in the 2010 *Journal of the Riverside Historical Society*. Title: “Clinton Marr, FAIA, Award Winning Architect and Riverside Native.”

Article published in the 2009 *Journal of the Riverside Historical Society*. Title: “A Brief

PROJECT EXPERIENCE (CONTINUED)

private clients, but documentation is required by the City for compliance with CEQA. As part of this process, LSA conducts archival research and field surveys and prepares DPR Primary Records, Building, Structure, and Object Records, and Location Maps, as well as a cover memorandum for each property proposed for demolition. When appropriate, LSA also makes recommendations.

Pomona Fairplex, City of Pomona, Los Angeles County, California

Ms. Tibbet conducted the intensive-level architectural survey of the 543-acre fairgrounds, completed archival research, and prepared a historic context, DPR forms, and a cultural resources report. The Fairplex, also known as the Los Angeles County Fair, dates to 1922 and was determined eligible for listing in the California Register of Historical Resources.

Palm Springs International Airport, City of Palm Springs, Riverside County, California

Ms. Tibbet served as the architectural historian for a cultural resources assessment for a portion of the Palm Springs International Airport. The study involved a records search, field surveys, archival research, development of a historic context for the airport and related architects, a project impacts analysis, and recommended mitigation measures.

Lincoln Avenue Widening Project, City of Anaheim, Orange County, California

Ms. Tibbet completed a historic resources assessment and impacts analysis for the Lincoln Avenue Widening Project from West Street to Harbor Boulevard within the Anaheim Colony Historic District (ACHD). A total of 18 properties were documented and evaluated and, of those, eight properties, including the ACHD, were evaluated as “historical resources” as defined by CEQA. An impacts analysis was completed using the Secretary of the Interior’s Standards for the Treatment of Historic Properties (Rehabilitation).

Interim Staffing – Historic Preservation, City of Riverside, Riverside County, California

Ms. Tibbet was the project manager in charge of providing the City with interim staffing to assist the historic preservation team of the City’s Neighborhood Engagement Division. Responsibilities included conducting peer reviews, preparing staff reports, writing National

CASEY TIBBET

ASSOCIATE
HISTORIAN/ARCHITECTURAL HISTORIAN

PUBLICATIONS (CONTINUED)

History of Five Points." Co-authored with Bill Bell.

Article published in the 2007 *Journal of the Riverside Historical Society*. Title: "Aspects of Riverside's Suburban Heritage."

Field Report: "Suburban Residential Growth in Riverside, California, 1886 to 1960." The report includes historic background on the early suburban development of Riverside, as well as reconnaissance-level surveys and evaluations of approximately 6,600 homes in ten large residential neighborhoods in Riverside. Information in the report was recently used by the City of Riverside to support a National Register nomination of one of the neighborhoods surveyed.

PROJECT EXPERIENCE (CONTINUED)

Register nominations, assisting with Mills Act contracts, making presentations to the Cultural Heritage Board, and engaging with the public.

Reconnaissance Survey for the Five Points Area, City of Riverside, Riverside County, California

Ms. Tibbet served as the Project Manager for the survey project, which included the documentation of more than 1,000 buildings, development of a historic context statement and eligibility criteria, completion of DPR 523 forms, preparation of maps and tables, and completion of a final report. A master table, summarizing the results of the survey and listing the 1,025 properties documented in order by address was included in the report. All survey data were entered into a copy of the City's Historic Resources Database, which allows the information to be sorted in various ways and printed in either table format or DPR 523 forms.

Whittier Residential Historic Resources Surveys, City of Whittier, Los Angeles County, California

In partnership with Chattel Architecture, Planning, and Preservation, Inc. (Chattel), LSA completed two intensive-level surveys of 1,540 historic-period residential properties in the City of Whittier. LSA and Chattel documented the parcels using the Historic Architecture Inventory (HAI), a field collection application and database custom-designed by LSA for large-scale historic resources surveys. The team photographed the properties, prepared descriptions for the properties, and conducted property-specific research on intact properties that appeared to be significant. Each of the surveyed properties was documented and evaluated under the provisions of Section 106, CEQA, and the City of Whittier Historic Resources Ordinance. California Historical Resources (CHR) status codes were assigned to each property according to level of significance. In addition, the team updated the City's historic context statement. A survey report was prepared that included project methodology and results, regulatory information, a historic context, evaluation criteria, recommendations, tables, and DPR forms.

Downtown Pomona Demolition Project, City of Pomona, Los Angeles County, California

Ms. Tibbet conducted a historic resources assessment of nine commercial properties located in the Downtown area of Pomona. The

CASEY TIBBET

ASSOCIATE
HISTORIAN/ARCHITECTURAL HISTORIAN

PROJECT EXPERIENCE (CONTINUED)

assessment included an intensive survey, archival research, and preparation of a historic context, DPR 523 forms, and a historic resources assessment report in compliance with CEQA and the local preservation ordinance.

Hollyhock House, Barnsdall Park, City of Los Angeles, Los Angeles County, California

LSA prepared a supplemental Historic Structures Report (HSR) for Hollyhock House that studied focused repairs for 10 different areas. Hollyhock House, which is a National Historic Landmark and listed in the National Register and California Register, was Frank Lloyd Wright's first Los Angeles-area commission and is the centerpiece of Barnsdall Park. LSA architectural historians worked collaboratively with City staff, the project architect, and the Hollyhock House Curator to develop restoration/rehabilitation approaches that would preserve the historic integrity of this important and beautiful resource. As part of this project, LSA conducted extensive research, completed intensive-level field surveys, attended many project-related meetings, and made periodic inspection and monitoring visits during the rehabilitation work. As part of the project team, LSA also met with Eric Lloyd Wright, Frank Lloyd Wright's grandson and one of the architects who worked on the house in the 1970s with his father Lloyd Wright. In 2014, the project team, including LSA, won a Preservation Design Award in the Restoration category for the Hollyhock House Barnsdall Park Phase III Project.