



AGENDA ITEM 6

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

WALNUT CITY COUNCIL

AGENDA DATE: OCTOBER 28, 2015

TO: Mayor Pacheco and Council Members

VIA: Robert Wishner, City Manager *[Signature]*
Tom Weiner, Director of Community Development *TW*
Justin Carlson, City Planner *[Signature]*

FROM: Derrick Womble, Senior Management Analyst *[Signature]*

SUBJECT: Award of Contract to Dudek for Environmental Consulting Services

RECOMMENDATION:

It is recommended that the City Council:

1. Award a contract to Dudek for \$29,780.00, to provide environmental consulting services; and
2. Direct the City Manager to sign the contract on behalf of the City; and
3. Approve an appropriation request of \$29,780.00 from the General Fund reserve to account number 01-5000-6216 (Professional Services); and
4. Authorize Staff to issue a Purchase Order to Dudek in the amount of \$29,780.00.

BACKGROUND:

On September 16, 2015, the Mt. SAC Board voted unanimously to approve an Agreement with Borrego Solar Systems, Inc. to design, install, and maintain the Photovoltaic Solar System.

Per the Walnut Municipal Code, Title VI, Chapter 25, Article II, Section 25-39, Mt. SAC is required to obtain a Conditional Use Permit (CUP). To date, Mt. SAC has not submitted an application to request a CUP and has indicated in an email dated October 19th, 2015, that they will not be requesting a CUP for said project.

At the regularly scheduled Council Meeting held on October 14, 2015, the City Council requested Staff return at the next meeting for the City Council to consider options relating to various actions the City may take in response to the Photovoltaic Solar System.

STAFF ANALYSIS:

Per the direction given by the City Council, Staff is recommending retaining the services of Dudek to perform environmental consulting services in response to the proposed Photovoltaic Solar System.

Dudek will assist the City Council by reviewing and analyzing Mt. SAC documentation and compliance with the California Environmental Quality Act (CEQA) as well as provide on-call environmental consulting as deemed necessary by the City.

Dudek is prepared to start working on this project immediately upon receipt of an approval to proceed from the City Council. Therefore, it is recommended that the City Council authorize said contract.

FISCAL IMPACT:

If approved, an appropriation totaling \$29,780.00 will be required from the General Fund reserve. If additional funds are required, an additional appropriation request will be presented to the City Council for consideration.

RELATION TO MISSION STATEMENT:

We will exceed expectations by striving to be educated, well informed, and collaborate by encouraging open discussion.

Attachments:

1. Dudek – Agreement for Professional Services
2. Dudek – Proposal & Scope of Services

ATTACHMENT 1

Dudek - Agreement for Professional Services



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of October 28, 2015, between the CITY of Walnut, a municipal corporation ("CITY") and Dudek, 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 October 28, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2016, 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 set forth in Exhibit B.

3. PERFORMANCE

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

4. CITY MANAGEMENT

CITY's designated representative 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 Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The CITY agrees to pay CONSULTANT in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C. This amount shall not exceed twenty nine thousand seven hundred eighty dollars (\$ 29,780) 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 non-contemplated services rendered in connection with its performance of this AGREEMENT unless such additional services are authorized in advance and in writing by CITY. CONSULTANT shall only be compensated for any additional services in the amounts and in the manner as agreed to by CITY and CONSULTANT.

(c) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) CONSULTANT agrees to notify CITY of business status change and agrees to submit a new W-9 form within (3) business days. VENDOR also agrees to notify City representative, as per Section 13 of this AGREEMENT, of changes to contact and billing address or phone number.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The CITY may at any time, for any reason, with cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

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

7. 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 determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, there shall be cause to serve upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) working days after service 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, 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 sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services

provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, the CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit D without the written consent of the CONSULTANT. CONSULTANT shall not be liable to any third parties for any liability exempted by statute.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or sub-consultants of CONSULTANT. CONSULTANT shall not be liable to third parties for any liability exempted by statute.

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT or its personnel 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 informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

13. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable

document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Walnut
Attention: City Clerk
21201 La Puente Road
P.O. Box 682
Walnut, CA 91789

To CONSULTANT: Dudek
Frank Dudek
605 Third Street
Encinitas, CA 92024

14. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT.

15. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

16. GOVERNING LAW

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

17. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous AGREEMENTs, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this

AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Any amendments to this AGREEMENT must be in a writing of equal dignity.

18. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

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

This agreement may be executed in counterparts, also facsimile and transmitted signatures indicating concurrence shall be binding as original signatures. If VENDOR requests original signatures, the CITY will also require an AGREEMENT with original signatures.

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

CITY OF WALNUT

CONSULTANT

By: _____
[City Designee]

By: _____
(Signature)

Date:

Jane Collins
(Typed Name)

Attest:

Its: _____
Executive Vice President
(Title)

City Clerk

Date:

Approved As To Form:

City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

REFER TO ATTACHED PROPOSAL

DATED OCTOBER 19, 2015

EXHIBIT B

SCHEDULE OF PERFORMANCE

REFER TO ATTACHED PROPOSAL

DATED OCTOBER 19, 2015

EXHIBIT C

PAYMENT SCHEDULE

REFER TO ATTACHED PROPOSAL

DATED OCTOBER 19, 2015

EXHIBIT D

REQUEST FOR PROPOSAL

REFER TO ATTACHED PROPOSAL

DATED OCTOBER 19, 2015

EXHIBIT E

PROPOSAL SUBMITTED BY CONSULTANT

REFER TO ATTACHED PROPOSAL

DATED OCTOBER 19, 2015

EXHIBIT F

INSURANCE REQUIREMENTS

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

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

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

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. General Liability: Insurance Services Office form CG 00 01.
 - b. Automobile Liability: Insurance Services Office form number CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles.
 - c. Professional Liability: Errors and omissions liability insurance appropriate to the CONSULTANT's Services to be performed in connection with this AGREEMENT.
 - d. Workers' Compensation: Insurance as required by Section 3700 of the Labor Code of State of California, and Employer's Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.
2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:
 - a. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
 - b. Automobile Liability: \$1,000,000 combined single limit for each accident.
 - c. Professional Liability (Errors & Omissions): \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective

date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this AGREEMENT.

- d. **Workers' Compensation and Employer's Liability: Statutory Limits for Workers' Compensation** as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 policy limit.

3. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

a. All Policies.

- i. **Proof of Insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- ii. **Duration of Coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or sub-consultants.
- iii. **CITY's Rights of Enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.
- iv. **Enforcement of Agreement Provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- v. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, waiver of any coverage normally provided by insurance or to fulfill the indemnification provisions and requirements of this AGREEMENT. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- vi. **Notice of cancellation.** Each insurance policy required by this Exhibit "F" shall be endorsed and state the coverage shall not be cancelled by the insurance agent,

broker, or either party to this AGREEMENT. CONSULTANT agrees to provide CITY with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.

- vii. **Agency's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.
 - viii. **Self-insured retentions.** Any deductibles or self-insured retention must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
 - ix. **Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
 - x. **Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of work.
- b. General Liability and Excess Liability Coverage.
- i. **Additional insured status.** Policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Workers' Compensation and Employer's Liability Coverage.
- i. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

ATTACHMENT 2

Dudek – Proposal & Scope of Services

October 19, 2015

Mr. Tom Wiener, Community Development Director
City of Walnut
21201 La Puente Road
P.O. Box 682
Walnut, CA 91789

Subject: Scope of Work for Third-Party Review and On-Call Environmental Consulting Services Related to Mt. San Antonio College, City of Walnut, California

Dear Mr. Weiner:

Dudek is pleased to submit this scope and cost estimate for on-call environmental consulting services pertaining to review of Mt. San Antonio College (MSAC) documentation and compliance with the California Environmental Quality Act (CEQA), including their proposed solar facility, also referred as the West Parcel Solar project. The project site is located within the City of Walnut in the County of Riverside, west of Interstate 57 (Orange Freeway) and south of Interstate 10 (San Bernardino Freeway). Local access to MSAC is via Temple Avenue, Grand Avenue and Amar Road. The overall MSAC campus covers 421 acres. Of that, the West Parcel Solar project area covers 23 acres. The subject parcel is undeveloped and adjacent to single-family residential uses to the west and south.

Project Approach

Dudek brings a proven record that includes a broad range of in-house technical expertise and demonstrates our extensive experience on a variety of projects with diverse settings. We understand both public- and private-sector goals and processes, and focus on implementation and knowledge of what solutions will benefit our clients. We also try to anticipate what will present challenges and use our skills to integrate planning activities seamlessly with the environmental compliance process, while building consensus and working collaboratively with our clients.

We have completed thousands of CEQA, NEPA, Clean Water Act, federal and California Endangered Species Act studies, and all other supporting technical studies that facilitate the successful processing and implementation of environmental projects. Wherever possible, we use streamlined techniques to provide agencies and applicants with efficient, cost-effective environmental documentation and services. This experience gives us a solid foundation for conducting third-party environmental reviews and providing on-call environmental services. We are confident that our skills and experience will enable the Dudek team to provide third-party environmental review services that effectively account for the needs and visions of the City's residents and constituencies.

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

- Serving as a key element of the City's team during the third-party review process to anticipate controversial issues, provide unbiased recommendations, devise solutions to potential issues that may arise, and provide expert planning, policy, and environmental compliance consultation;

Mr. Tom Weiner

Subject: *Scope of Work for Third-Party Review and On-Call Environmental Consulting Services Related to Mt. San Antonio College, City of Walnut, California*

- Committing senior management to the third-party review to provide close coordination with, and accessibility to, the City to review for technical accuracy, document objectivity, and where applicable, legal defensibility;
- Complying with the *California Environmental Quality Act (CEQA)*, the current CEQA Guidelines, as well as current case law, and serving as a public educator of CEQA and the CEQA process;
- Considering City requirements during the review;
- Taking into account significant issues of concern raised by the various governmental agencies, private entities, individuals, and community groups; and
- Submitting required deliverables within the mutually agreed upon time frames.

Scope of Work

This scope of work and cost estimate is based on our understanding, and includes five main elements: start-up, conduct third-party review of all CEQA and technical documents associated with the West Parcel Solar project, coordination and meetings, project management, and other on-call environmental services as deemed necessary by the City. A description of each is provided as follows.

TASK 1. PARTICIPATE IN PROJECT STARTUP ACTIVITIES

Dudek will attend one project kick-off meeting with representatives from the City of Walnut and the applicant's project team (as appropriate) to discuss the City's issues and concerns that the City determines to be important issues for review and the proposed scope of work. The purpose of the kick-off meeting is to further and clearly define the desired tasks related to environmental analysis; discuss task schedules and important assumptions for achieving the schedules; establish early communication, as well as the protocols for ongoing communication; and to obtain and discuss all environmental documents related to the West Parcel Solar project. This kick-off meeting will include a maximum of two (2) Dudek attendees. Based on the discussions and issues raised during the kick-off meeting, the Dudek project manager will refine this scope of work, if necessary.

Total estimated cost for Task 1 \$2,200.00

TASK 2. CONDUCT THIRD-PARTY ENVIRONMENTAL REVIEW

Dudek staff and/or specialists will review the environmental analyses and supporting technical data prepared by MSAC to independently verify its accuracy. It is assumed that Dudek would review one (1) version of the technical studies, data, and/or environmental analyses, and will provide a memo to the City outlining issues and concerns with the West Parcel Solar project. Specific to those documents that include the West Parcel Solar project, we will review the following: Notices of Preparation, (NOP), Environmental Impact Reports (EIR), Addenda, Supplemental, Subsequent, and Final documents thereof, response to comments on the environmental documents, Findings of Fact, Statements of Overriding Considerations, and the Mitigation and Monitoring Plans. If necessary, and approved by the City, we would be available to discuss our questions and/or comments with the City's technical representatives. As part of our third-party environmental review, Dudek will conduct the following tasks:

- Dudek team members assigned to the third-party environmental review by the project manager will be apprised of any unique project issues or community concerns to keep in mind during their third-party review.

Mr. Tom Weiner

Subject: *Scope of Work for Third-Party Review and On-Call Environmental Consulting Services Related to Mt. San Antonio College, City of Walnut, California*

- Upon receipt of applicable environmental documents from the City, the Dudek project manager will distribute them to project team members (depending on their specific area of expertise) and coordinate review of the document(s) as follows. This proposal assumes one (1) round of reviews of all documents and supporting technical data.
- Review the environmental document(s) and associated technical analyses for completeness in accordance with the CEQA and its Guidelines, any City CEQA implementation guidance, and other applicable agency regulations. Based upon our experience working in the project area and with similar types of projects in other areas, this proposal assumes the following CEQA issue areas will be reviewed in detail as part of an EIR level of analysis. The project description, all CEQA issue areas, and the other mandated CEQA sections would be reviewed accordingly:
 - Aesthetics
 - Air Quality
 - Biological Resources
 - Cultural Resources
 - Geology and Soils
 - Greenhouse Gas Emissions
 - Hazards and Hazardous Materials
 - Hydrology and Water Quality
 - Land Use and Planning
 - Noise
 - Public Services
 - Traffic/Transportation
 - Cumulative Impacts
 - Effects Found Not to be Significant
 - Unavoidable Adverse Impacts
 - Alternatives (assumes three alternatives)
 - Growth-Inducing
- Determine whether sufficient technical information is available in the supporting technical analyses for CEQA review.
- Dudek will prepare a memo summarizing issues and concerns with MSAC's CEQA and supporting documentation specific to the West Parcel Solar. This memo will include possible next steps for the City, including requests for additional analyses or supporting documentation from MSAC.
- As needed, Dudek will assist the City with troubleshooting other issues that arise throughout the third-party environmental review process as related to MSAC and this scope.

Total estimated cost for Task 2 \$11,620.00

Task 3. Coordination and Meetings

Dudek's approach to ensuring timely performance on all projects has been to ensure clear communication and cooperation between the Dudek staff as well as the client's staff and the sub-contractor team. We work with our clients to establish regular teleconferences, as needed, and prepare agendas and notes to assist the

Mr. Tom Weiner

Subject: Scope of Work for Third-Party Review and On-Call Environmental Consulting Services Related to Mt. San Antonio College, City of Walnut, California

team in ensuring that any issues are clearly understood and that work proceeds in a unified manner. The City's emails and phone calls will be answered within 24 business hours. The City's project issues and opportunities will be addressed promptly for the duration of our contract.

Key members of the review team will use meetings as an opportunity to collaborate with the City, discuss ideas and expectations, and interact with community representatives and the general public when needed. Dudek will compile minutes from these meetings and provide them to the City. Public hearings would also be included in this task. This scope assumes four (4) meetings and/or hearings with a maximum number of two attendees at each meeting. On occasion and where possible, to work efficiently within the budget, conference calls may be held in lieu of in-person meetings.

Estimated labor cost for Task 3 \$7,400.00

Task 4. Project Management and Administration

In practice, effective project management of a team is the result of constant and careful attention to the daily demand for communication: communication among project participants and communication with the City. Dudek believes that, in the end, the most effective project manager is the one who ensures that information, data, instructions, and guidance continue to flow on a regular basis. Dudek is 100% committed to meeting the City of Walnut's needs. Each project manager only focuses on a select number of key clients.

The purpose of this task is to manage the Dudek project team, manage the third-party environmental review effort, and maintain constant, close communication between the City and the Dudek team. Dudek intends to ensure that all tasks will be completed on time and within budget, and that all work products are of the highest quality. Dudek's primary point of contact is senior project manager, Ms. Wendy Worthey (resume attached).

Ms. Worthey will maintain a continual level of communication with the City by:

- Serving as the single point of contact;
- Regularly calling the City's key contact staff person to discuss project milestones, activities, and potential issues;
- Overseeing key project staff to coordinate work efforts, check on task completion, and review budget conformance;
- Updating any schedules, work progress reports, and inventories of available data so that all are aware of information that may affect their work flow and schedules; and
- Coordinating with City staff at strategic junctures for public input.

Ms. Worthey will be responsible for the allocation of staff resources, senior client management and troubleshooting, and day-to-day communication and coordination with the City. She will oversee all day-to-day operational aspects of the work (technical and administrative) and will be the regular point of contact with the City, for both Dudek and sub-contractor staff (if needed), throughout the third-party environmental review process. She will receive the task request from the City, assign the staff, and coordinate the execution of the task to the satisfaction of the City's contact. She will work directly with the City's project manager to obtain documents and information necessary to perform the third-party review. She will also provide the quality assurance for the third-party environmental review process. She

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will attend all meetings and teleconferences on the project (as needed), and be responsible for adhering to the schedule.

Estimated labor cost for Task 4..... \$4,400.00

Task 5. Other On-Call Services

On occasion, requests for support may be made by the City that are not specifically defined in this scope. For this reason and because of the potential contentious nature of the MSAC Facility Master Plan Update, Dudek will be available via an on-call basis for unanticipated tasks and requests made by the City. Dudek will not perform any work related to this Task 5 without a prior review and written notice to proceed from the City.

Estimated labor cost for Task 5..... \$2,640.00

Task Assumptions

- Tasks requested by the City are assumed to be directly or indirectly related to the MSAC Facilities Master Plan, West Parcel Solar project. Should additional unrelated tasks be requested, this may trigger additional scope and cost.
- This scope does not include preparation of any technical study reports.
- This scope does not include site visits.
- The tasks completed as part of this scope may include citations of CEQA case law; however, the analysis and any recommendations are not intended to represent legal advice. Should legal advice be requested, Dudek can offer those services under a separate scope.

Project Schedule

The schedule will be determined after additional coordination with the City regarding all tasks and expectations. Dudek will work closely with the project team and City to expedite the completion of the all tasks. Significant changes in tasks or a potential increase in opposition may result in schedule delays.

Cost Summary

Task 1	Participate in Project Start-up Activities.....	\$2,200
Task 2	Conduct Third-Party Environmental Review EIR Scoping.....	\$11,620
Task 3	Coordination and Meetings	\$7,400
Task 4	Project Management and Administration	\$4,400
Task 5	Other On-Call Services	\$2,640

As summarized above, a total labor cost of **\$28,280.00** will be necessary to complete the outlined scope of work. All work will be billed in accordance with our 2015 Standard Schedule of Charges, a copy of which is attached. As shown on our schedule of charges, direct costs are billed at cost plus 15 percent. For this assignment, direct costs may include such items as document reproduction, photographs, and deliveries but are not expected to exceed \$1,500.00, for a grand estimated total of **\$29,780,000**. All work will be performed on a time and materials (T&M) basis not to exceed **\$29,780.00**.

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Dudek is prepared to start working on this project immediately upon receipt of a notice to proceed.

Please do not hesitate to contact me with any questions.

Sincerely,



Senior Project Manager

Attachments:

A - 2015 Standard Schedule of Charges

B - Ms. Worthey's Resume

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ATTACHMENT A

Resume – Wendy Worthey

Wendy Worthey – Senior Project Manager

Wendy Worthey is an environmental project manager with 20 years' experience in environmental assessment; preparation of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documents; implementation of regional habitat conservation plans (HCPs); coordinating with various state, federal, and local regulatory agencies; permitting and compliance; mitigation monitoring and compliance; and conducting and overseeing field investigations for biological resources, jurisdictional waters, water quality, and hazardous materials. She has a diverse background in both the private and public sectors, including experience with large utility projects covering multiple jurisdictions, development projects and complex projects in the transportation industry.

EDUCATION

University of Louisville
MS, Biological/Life Sciences
(Environmental Biology) 1993
Southwest Missouri State University
BS, Conservation/ Natural Resources
(Wildlife Conservation and
Management) 1983

PROFESSIONAL AFFILIATIONS

Association of Environmental
Professionals (AEP), current member
and former vice president

Ms. Worthey currently serves as extension of staff to the Western Riverside County Regional Conservation Authority (RCA), the entity responsible for implementation of the Multiple Species Habitat Conservation Plan (MSHCP). As contract staff to the RCA, Ms. Worthey provides ongoing processing, project reviews, and consultation on implementation procedures and policies. Ms. Worthey provides training and policy guidance to all Permittees, which includes all 17 cities and the County of Riverside. Ms. Worthey's experience with the RCA and the Wildlife Agencies has given her a strong understanding of how to navigate the complexities of biological issues and regulations, and how to anticipate issues before they arise.

For over six years, Ms. Worthey has also been a contract project manager for Southern California Edison (SCE). She has overseen the preparation of the environmental documentation, jurisdictional waters permitting, mitigation and monitoring programs, restoration planning, and handled all related local, state and federal agency coordination for a number of complex high-profile substation and transmission line projects including El Casco System Project, Valley-Ivyglen System Project, and Alberhill System Project. Further, she oversees environmental compliance, handles all agency coordination, and manages multiple consulting firm contracts during permitting, through construction of projects. In addition, Ms. Worthey is the SCE point of contact for all regional habitat conservation plan and other state and federal incidental take permitting issues for multiple projects in southern California.

Ms. Worthey continues to teach her eleventh year as a part-time faculty member at the University of San Diego (USD) and teaches CEQA/NEPA environmental assessment, and was involved in the curriculum at USD involving sustainability in planning and development. She was also a visiting professor at the University of Louisville, teaching a variety of undergraduate and upper-level biology courses.

PROJECT EXPERIENCE

Energy

Extension-of-Staff Services, Southern California Edison (SCE), Los Angeles, Riverside and San Bernardino Counties, California. As mentioned above, Ms. Worthey serves as full-time extension of staff for SCE, including her role as biological project manager for three high-profile substation and transmission line projects. This assignment necessitates extensive coordination with local jurisdictions, state and federal regulatory agencies, the California Public

Utilities Commission, and their consultants. Responsibilities associated with these large linear projects crossing multiple jurisdictions include environmental document preparation and review, permitting, organizing biological survey teams; oversight of project mitigation monitoring and compliance; consultant management; restoration planning; a detailed understanding of all environmental laws, regulations, and policy, including CEQA, the state and federal Endangered Species Acts, the Western Riverside County and Coachella Valley MSHCPs, and the Clean Water Act; and training of construction crews.

First Solar McCoy Solar Farm Project, Riverside County, California. As the compliance project manager, Ms. Worthey is responsible for oversight of the environmental monitoring team and all related reporting and documentation during construction of this large solar project located in a sensitive area due to surrounding desert habitat, cultural resources, and Tribal concerns. Her management efforts ensure environmental compliance management pursuant to BLM, Riverside County, and other regulatory requirements

Federal

Environmental Assessment (EA), U.S. Department of Homeland Security, San Pedro, Los Angeles County, California. As environmental scientist, assisted in the preparation of an EA in support of the conversion and renovation of the former U.S. Customs House to an Immigration and Naturalization Service Operational Enforcement Unit. The relocation of some existing operations was proposed because of current space and facility limitations. Renovation of the Customs House would result in the reconfiguration of ten offices and the use of the warehouse area to store building-maintenance and non-perishable food service supplies.

State

San Jacinto Wildlife Area, Land Management Plan (EIR), California Department of Fish and Wildlife. The management of natural resources and public uses at the San Jacinto Wildlife Area (SJWA) is structured around the long-term protection of those resources and land uses, with specific management goals designed to achieve desired goals. Ms. Worthey is the project manager for the EIR currently being prepared on this project. Efforts also include coordinating scoping meetings and public outreach, regulatory agency coordination, preparation of the MMRP, and sub-consultant oversight.

Municipal

Environmental Services, City of Lake Elsinore, Riverside County, California. As principal environmental planner, Ms. Worthey was solely responsible for environmental review of all private and public projects proposed in the City of Lake Elsinore. This included but was not limited to CEQA review and compliance of all projects, including complex residential and commercial projects; MSHCP review and compliance; regulatory agency coordination and permitting; processing annexations; handling public outreach, general plan amendments, and zoning code changes; Tribal issue compliance; working with the Redevelopment Agency to obtain grant funds for improvement projects; and reviewing capital improvement projects for environmental compliance. During the time Ms. Worthey worked for the city, she processed over thirty projects, five of which involved annexations and successful public involvement.

CEQA On-call Contract, City of Calexico, Imperial County, California. Ms. Worthey was awarded all CEQA compliance work as part of the development and improvement goals of the city. This included residential growth proposed to double the existing number of dwelling units, and environmental compliance associated with commercial development and other mixed uses. All projects involved pre-application coordination through completion of draft and final CEQA

documentation and public hearings. Notable projects included Jasper Corridor Master Plan EIR, Estrella EIR, Los Lagos EIR, Santa Fe EIR, Remington MND, Riverview MND, and Eady Sphere Expansion Program. The overall effort also included processing annexations and handling all public outreach, including educational workshops.

Transportation

California High-Speed Rail EIR/EIS Biology, IBI Group, Los Angeles, Orange and San Diego Counties, California. Ms. Worthey's team provided environmental/biological, general engineering, and technical support for a proposed high-speed rail system in Southern California that will be a part of a statewide network stretching between the northern and southern portions of the state. The team provided multiple CEQA/NEPA supporting documents, including twelve technical reports evaluating environmental resources and potential impacts for use by the California High-Speed Rail Authority and Federal Railroad Administration in preparing a statewide program EIR/EIS. Other key elements of the program EIR/EIS process included the strategic program framework definition, early definition of purpose and need and alternatives, a screening evaluation of the high-speed rail alignment and station locations, active participation in the involvement of the resource agencies and the public.

Various Transportation and Gulf Intracoastal Waterway Projects, Texas Department of Transportation, City of Austin, Texas. As an environmental specialist, Ms. Worthey's responsibilities included development of NEPA compliance documents (EISs, EAs, and categorical exclusions) focusing in areas of water quality, biology, and hazardous materials. Ms. Worthey was active on the Coastal Coordination Council, including preparing briefs for the Texas Transportation commissioner to assist in determining if federal actions were consistent with the Coastal Management Plan; working directly with the ACOE (Galveston and Fort Worth districts) on NEPA and supporting document reviews specific to dredging plans, beneficial use and restoration projects, and coastal erosion response in the Gulf Intracoastal Waterway; assisted in the establishment and promotion of statewide stormwater management strategies (NPDES); prepared permit applications relevant to waters and biological resources, and coordinated/negotiated with state and federal agencies; consultant management; and conducted construction site visits to ensure permit compliance. Developed and implemented environmental training programs for construction and maintenance personnel.

Development

Plum Canyon Condominium Addendum EIR, D.R. Horton, Inc., City of Santa Clarita, Los Angeles County, California. Served as project manager for this project, in which the lead agency was the County of Los Angeles. Ms. Worthey's team prepared an addendum to the EIR for the Plum Canyon Development project in Santa Clarita. The proposed project included the development of 534 condominium units, recreation areas, parking, and associated infrastructure on a total of 35.1 acres. This project area was at one time part of a larger master plan and required a mitigation monitoring compliance report (MMCR) on the previous development before the County of Los Angeles's approval of the condominium project. The EIR addressed geotechnical hazards (soils and seismic), flood hazards, air quality, biological resources, visual quality, traffic and access, education, water supply, and solid waste disposal.

Wildwood Hills Addendum EIR, Davidon Homes, Los Angeles County, California. Served as project manager for preparation of an addendum to the EIR for a six-unit residential subdivision located in the western Santa Clarita Valley. This project was complicated by new County of Los Angeles subdivision policies and the previous developer's actions. In addition, information regarding implementation of mitigation by the previous developer was limited, and thus

made preparation of the Mitigation and Monitoring Compliance Report difficult. The addendum evaluated complex issues related to County of Los Angeles subdivision policies, previous permit compliance, and impacts on air quality, traffic, land use, building restrictions, biological resources, cultural resources, and aesthetics.

Copper Canyon II Supplemental EIR, Western Pacific/D.R. Horton, Inc., City of Santa Clarita, Los Angeles County, California. Project manager for this supplemental EIR. Western Pacific/D.R. Horton proposed to construct 21 single-family residences on Lot 7 of Tentative Tract Map 54233. The project size is 7.4 acres. Ms. Worthey's project team prepared a supplemental EIR that also included a zone change and a conditional use permit for hillside management and development in a regional park district zone. One complex issue with this project is that it overlapped two other master development projects, Wildwood Hills and Forest Edge. This resulted in the CEQA document being supplemental to two EIRs, as opposed to just one. The lead agency for this project was the County of Los Angeles, whose Subdivision Department opposed to this project. Ms. Worthey's team's role also included preparation of the final documents, including the MMRP. Issues regarding the proposed project include but are not limited to land use, previous mitigation implementation, limited availability of previous project data, and opposition by surrounding neighborhoods.

Fair Oaks Ranch Commercial Addendum EIR, Donahue Schriber Realty Group, Unincorporated Los Angeles County, California. The proposed project included seven single-story commercial units on 12.5 acres located in unincorporated Los Angeles County. Ms. Worthey's environmental analysis included evaluation of potential impacts associated with geotechnical and flood hazards, air quality, noise, visual quality, biological resources, traffic and access, and utilities and other services. The project also required a specific plan conformance report.

Deerlake Ranch (Chatsworth) EIR, Presidio Chatsworth Partners, LLC, Chatsworth, Los Angeles County, California. Ms. Worthey's team prepared the EIR for the development of 484 single-family residences within the northwestern San Fernando Valley. The EIR for this controversial project included analysis of aesthetics/visual resources, air quality, biological resources, cultural resources, geology/soils, hydrology/water quality, noise, public services (e.g., fire, police, schools, and libraries), traffic, and utilities (e.g., water supply, wastewater, solid waste, electricity, and natural gas).

Rancho Valencia Estates Planning and EIR, Rancho Valencia Development, LLC, Castaic, Los Angeles County, California. As environmental scientist, Ms. Worthey was responsible for GPS data gathering, geographic information systems (GIS) data analysis, and the mapping of vegetation, sensitive biological areas, and jurisdictional waters. Ms. Worthey's team led the urban planning and environmental impact assessment of the 1,400-acre project by preparing an opportunities and constraints analysis, which was used in the land planning process to sensitively site 150 estate lots. Major issues included biological resources, traffic and circulation, cultural resources, and land use compatibility. An EIR, tentative tract map, and oak tree permit were processed through the County of Los Angeles.

Education

Ana Verde and Ponderosa Elementary Schools Mitigation Monitoring, Palmdale School District, City of Palmdale, Los Angeles County, California. Ms. Worthey was responsible for the preparation of the mitigation and monitoring plan and the sensitive species management and protection plan, and also selected to prepare the 1601 permit application for a Streambed Alteration Agreement and a 2081 Endangered Species Permit in accordance with the

California Fish and Game Code. As part of the 1601 Streambed Alteration Agreement, a sensitive species management and protection plan, a mitigation monitoring plan, and a water pollution control plan were prepared and submitted to the CDFW.

Resource Management

Alta Vista Drive Regulatory Compliance Permitting, Crosby Mead Benton/The Keith Companies, City of Santa Clarita, Los Angeles County, California. Ms. Worthey's team was responsible for bird nesting surveys and threatened and endangered plant surveys for this project. In addition, they secured a CDFW Streambed Alteration Agreement for construction of a secondary access roadway into a developing research and development industrial park within the Newhall Ranch Master Plan. Primary issues included threatened and endangered species, water quality, and geotechnical considerations. Further, Ms. Worthey's team performed a CDFW jurisdictional delineation and developed mitigation measures to offset project-related roadway impacts to identify resources.

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ATTACHMENT B

2015 Standard Schedule of Charges

DUDEK 2015 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$255.00/hr
Principal Engineer III.....	\$225.00/hr
Principal Engineer II.....	\$215.00/hr
Principal Engineer I.....	\$205.00/hr
Program Manager.....	\$205.00/hr
Senior Project Manager.....	\$195.00/hr
Project Manager.....	\$190.00/hr
Senior Engineer III.....	\$185.00/hr
Senior Engineer II.....	\$175.00/hr
Senior Engineer I.....	\$165.00/hr
Project Engineer IV/Technician IV.....	\$155.00/hr
Project Engineer III/Technician III.....	\$140.00/hr
Project Engineer II/Technician II.....	\$125.00/hr
Project Engineer I/Technician I.....	\$110.00/hr
Project Coordinator.....	\$85.00/hr
Engineering Assistant.....	\$75.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$235.00/hr
Senior Project Manager/Specialist II.....	\$220.00/hr
Senior Project Manager/Specialist I.....	\$210.00/hr
Environmental Specialist/Planner VI.....	\$190.00/hr
Environmental Specialist/Planner V.....	\$170.00/hr
Environmental Specialist/Planner IV.....	\$160.00/hr
Environmental Specialist/Planner III.....	\$150.00/hr
Environmental Specialist/Planner II.....	\$130.00/hr
Environmental Specialist/Planner I.....	\$120.00/hr
Analyst III.....	\$110.00/hr
Analyst II.....	\$100.00/hr
Analyst I.....	\$90.00/hr
Planning Assistant II.....	\$80.00/hr
Planning Assistant I.....	\$70.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$215.00/hr
Senior Project Manager/Coastal Planner I.....	\$205.00/hr
Environmental Specialist/Coastal Planner VI.....	\$195.00/hr
Environmental Specialist/Coastal Planner V.....	\$175.00/hr
Environmental Specialist/Coastal Planner IV.....	\$165.00/hr
Environmental Specialist/Coastal Planner III.....	\$155.00/hr
Environmental Specialist/Coastal Planner II.....	\$145.00/hr
Environmental Specialist/Coastal Planner I.....	\$135.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$210.00/hr
Senior Project Manager/Archaeologist I.....	\$200.00/hr
Environmental Specialist/Archaeologist VI.....	\$180.00/hr
Environmental Specialist/Archaeologist V.....	\$160.00/hr
Environmental Specialist/Archaeologist IV.....	\$150.00/hr
Environmental Specialist/Archaeologist III.....	\$140.00/hr
Environmental Specialist/Archaeologist II.....	\$130.00/hr
Environmental Specialist/Archaeologist I.....	\$120.00/hr
Environmental Specialist/Paleontologist III.....	\$160.00/hr
Environmental Specialist/Paleontologist II.....	\$140.00/hr
Environmental Specialist/Paleontologist I.....	\$120.00/hr
Paleontological Technician III.....	\$80.00/hr
Paleontological Technician II.....	\$70.00/hr
Paleontological Technician I.....	\$50.00/hr
Archaeologist Technician II.....	\$70.00/hr
Archaeologist Technician I.....	\$50.00/hr

CONSTRUCTION MANAGEMENT SERVICES

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

COMPLIANCE SERVICES

Compliance Director.....	\$200.00/hr
Compliance Manager.....	\$140.00/hr
Compliance Project Coordinator.....	\$100.00/hr
Compliance Monitor.....	\$90.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$235.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$215.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$200.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$180.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$165.00/hr
Hydrogeologist VI/Engineer VI.....	\$150.00/hr
Hydrogeologist V/Engineer V.....	\$140.00/hr
Hydrogeologist IV/Engineer IV.....	\$130.00/hr
Hydrogeologist III/Engineer III.....	\$120.00/hr
Hydrogeologist II/Engineer II.....	\$110.00/hr
Hydrogeologist I/Engineer I.....	\$100.00/hr
Technician.....	\$95.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$85.00/hr
Grade III Operator.....	\$80.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I.....	\$40.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$150.00/hr
Senior Designer.....	\$140.00/hr
Designer.....	\$130.00/hr
Assistant Designer.....	\$125.00/hr
GIS Specialist IV.....	\$150.00/hr
GIS Specialist III.....	\$140.00/hr
GIS Specialist II.....	\$130.00/hr
GIS Specialist I.....	\$120.00/hr
CADD Operator III.....	\$120.00/hr
CADD Operator II.....	\$115.00/hr
CADD Operator I.....	\$100.00/hr
CADD Drafter.....	\$90.00/hr
CADD Technician.....	\$80.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$140.00/hr
Technical Editor II.....	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Specialist III.....	\$100.00/hr
Publications Specialist II.....	\$90.00/hr
Publications Specialist I.....	\$80.00/hr
Clerical Administration II.....	\$80.00/hr
Clerical Administration I.....	\$75.00/hr

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

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

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

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

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

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