

AGENDA DESCRIPTION:

Consideration and possible action to execute a professional services agreement to prepare technical studies for the General Plan Update project.

RECOMMENDED COUNCIL ACTION:

- (1) Authorize the Mayor and City Clerk to execute a professional services agreement with Environmental Science Associates in an amount not to exceed \$150,000 to prepare technical studies for the General Plan Update project.

FISCAL IMPACT: Funding for this professional service was included in the adopted FY16-17 budget.

Amount Budgeted:	\$150,000
Additional Appropriation:	N/A
Account Number:	101-4001-441-32-00 <i>m</i>

ORIGINATED BY: So Kim, Senior Planner *SK*

REVIEWED BY: Ara Mhrianian, AICP, Director of Community Development *AM*

APPROVED BY: Doug Willmore, City Manager *DW*

ATTACHED SUPPORTING DOCUMENTS:

- A. Professional Service Agreement (page A-1)
- B. ESA Proposal (page B-1)

BACKGROUND AND DISCUSSION:

In January 2016, the City Attorney completed the preliminary review of the draft General Plan text and related environmental document and found that a significant amount of additional work is necessary to make the documents legally defensible. The main issue was that the traffic, air quality and noise impact studies that were used as the basis for the General Plan update are outdated. More specifically, the 2010 traffic impact analysis uses an outdated model that does not adequately assess the traffic loads and impacts. The air quality and noise impact studies build upon the data in the traffic impact analysis, resulting in outdated studies. Since the bulk of the environmental documents tied to the General Plan text were based upon these technical studies, the City Council agreed to allocate a budget of \$150,000 and authorized Staff to retain a consultant to complete the General Plan update in six (6) months. The 6-month timeframe includes updating the technical studies and the General Plan text, as well as updating the corresponding environmental document by Staff and the City Attorney.

Operating under this schedule, three (3) months was allocated to hiring a consultant and updating the technical studies.

A Request for Proposals (RFP) was issued in February 2016, but the City was unsuccessful in receiving a response to the RFP because no consultants could commit to meeting the 3-month timeline to complete the updated technical studies. Given the 6-month timeline to complete the project, rather than issuing a second RFP, Staff reached out to four (4) additional firms in March 2016 to obtain a cost estimate based upon a more realistic schedule. Staff received responses from all four firms, indicating that the work could be done within an extended timeframe ranging between 4 and 7 months. Of these firms, Environmental Science Associates (ESA) was the only firm that submitted a comprehensive proposal (Attachment B) with a 4-month completion schedule. An allocation of \$150,000 to update the technical studies has been included in the Professional Services Program in the Community Development Department's FY16-17 Planning Division budget.

Should the City Council authorize the contract with ESA, work is anticipated to begin once local schools are back in session (September 2016) so as to collect accurate data for the traffic impact analysis, followed by the air quality and noise impact analyses. Staff anticipates that the technical studies and the General Plan Update to be completed in early 2017 for both Planning Commission and City Council review.

CONCLUSION:

Staff recommends that the Mayor and City Clerk execute a professional services agreement (Attachment A) with ESA in an amount not to exceed \$150,000 to prepare technical studies for the General Plan Update project.

ALTERNATIVES:

In addition to Staff's recommendation, the following alternatives are available for the City Council's consideration:

1. Do not execute a professional services agreement with ESA and direct Staff to recirculate an RFP to select a different firm.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF RANCHO PALOS VERDES

and

ENVIRONMENTAL SCIENCE ASSOCIATES

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF RANCHO PALOS VERDES AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2016 by and between the City of Rancho Palos Verdes, a California municipal corporation (“City”) and Environmental Science Associates, (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Rancho Palos Verdes’ Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall

mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred fifty thousand Dollars (\$150,000) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as

specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Ryan Todaro</u> (Name)	<u>Program Manager</u> (Title)
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<u>Heidi Rous</u> (Name)	<u>Principle Associate</u> (Title)
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(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be So J. Kim, Senior Planner, such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL

THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as

shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not

reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho

Palos Verdes, 30940 Hawthorne Blvd., California 90275 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RANCHO PALOS VERDES, a
municipal corporation

Ken Dyda, Mayor

ATTEST:

Carla Morreale, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
- A. Project start-up activities
 - B. Traffic Impact Analysis updates for the City of Rancho Palos Verdes General Plan Update
 - C. Noise Impact Analysis updates for the City of Rancho Palos Verdes General Plan Update
 - D. Air Quality Impact Analysis updates for the City of Rancho Palos Verdes General Plan Update
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Draft and Final Traffic Study
 - B. Draft and Final Air Quality/Greenhouse Gas Study
 - C. Draft and Final Noise Study
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- A. None.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize personnel listed in Exhibit C to accomplish the Services.**
- A.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

- ❖ Section 4.5 Prohibition Against Subcontracting or Assignment is amended to read in its entirety as follows

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City.

Translutions, Inc. is an approved subcontractor.

In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

- ❖ Section 5.2 General Insurance Requirements is amended as follows:

All of the above policies of insurance shall be primary insurance and the General and Automobile Liability policies shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following billing rates:

Employees	Hourly Rate	Hours Allocated	Total Cost
Task A. Project Start-Up Activities			
Ryan Todaro, Project Manager	\$230	5	\$1,150
Sandipan Bhattacharjee, PE, AICP (<i>Translutions, Inc.</i>)	\$165	5	\$825
Heidi Rous, CPP, Technical Lead	\$215	5	\$1,075
Task 1 Total			\$3,050
Task B. Prepare Traffic Study			
Ryan Todaro, Project Manager	\$230	6.5	\$1,485
Sandipan Bhattacharjee, PE, AICP (<i>Translutions, Inc.</i>)	\$165	247	\$40,755
Deepali Chausalkar (<i>Translutions, Inc.</i>)	\$120	248	\$29,760
Graphics/GIS (<i>Translutions, Inc.</i>)	\$95	35	\$3,325
Task 2 Total			\$75,325
Task C. Prepare Air Quality/Greenhouse Gas Study			
Ryan Todaro, Project Manager	\$230	4	\$920
Heidi Rous, CPP, Technical Lead	\$215	32	\$6,880
Everest Yan, EIT, Senior Engineer	\$140	20	\$2,800
Alan Sako, LEED AP BD+C, Senior Scientist	\$140	20	\$2,800
Carleen Sawires	\$140	20	\$2,800
Audrey Vinant-Tang	\$95	80	\$7,600
Ha Chung	\$95	40	\$3,800
Graphics/GIS/Publications	\$95	6	\$570
Task 3 Total			\$28,170
Task D. Prepare Noise Study Submit Draft Noise Study			
Ryan Todaro, Project Manager	\$230	6	\$1,380
Heidi Rous, CPP, Technical Lead	\$215	32	\$6,880
Kyle Kim, Ph.D. Senior Engineer	\$140	90	\$12,600
Ha Chung	\$95	110	\$10,450
Graphics/GIS/Publications	\$95	8	\$760

Employees	Hourly Rate	Hours Allocated	Total Cost
Task 4 Total			\$32,070
Reimbursables^a			
Project Reimbursable Cost			\$11,385
TOTAL PROJECT COST			\$150,000

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$150,000 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services and deliver the following tangible work products to the City timely in accordance with the following schedule.

PROJECT SCHEDULE

Task	Responsible Party	Duration
Task A. Project Start-Up Activities		
Attend Project Kick-off Meeting	ESA/City	1 day
Task A. Prepare Traffic Study		
Submit Draft Traffic Study	ESA	12 weeks
Review Draft Traffic Study	City	1 week
Update Draft Traffic Study	ESA	1 week
Review Draft Traffic Study	City	1 week
Finalize Traffic Study	ESA	1 week
Task C. Prepare Air Quality/Greenhouse Gas Study		
Submit Draft Air Quality/Greenhouse Gas Study	ESA	12 weeks
Review Draft Air Quality/Greenhouse Gas Study	City	1 week
Update Draft Air Quality/Greenhouse Gas Study	ESA	1 week
Review Draft Air Quality/Greenhouse Gas Study	City	1 week
Finalize Air Quality/Greenhouse Gas Study	ESA	1 week
Task D. Prepare Noise Study		
Submit Draft Noise Study	ESA	12 weeks
Review Draft Noise Study	City	1 week
Update Draft Noise Study	ESA	1 week
Review Draft Noise Study	City	1 week
Finalize Noise Study	ESA	1 week

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

City of Rancho Palos Verdes

Proposal for the Preparation of Traffic, Noise, and Air Quality Impact Analysis Updates for the City of Rancho Palos Verdes General Plan Update



Work That Matters

March 30, 2016



City of Rancho Palos Verdes

Proposal for the Preparation of Traffic, Noise, and Air Quality Impact Analysis Updates for the City of Rancho Palos Verdes General Plan Update

Work That Matters

March 30, 2016

Prepared for:
City of Rancho Palos Verdes
Ms. So Kim, Senior Planner
Community Development Department
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Prepared by:
ESA
626 Wilshire Blvd, Ste. 1100
Los Angeles CA 90017
P: 213.599.4300
F: 213.599.4301

P160252.00



626 Wilshire Boulevard
 Suite 1100
 Los Angeles, CA 90017
 213.599.4300 phone
 213.599.4301 fax

www.esassoc.com

March 30, 2016

Ms. So Kim
 Senior Planner
 Community Development Department
 City of Rancho Palos Verdes
 30940 Hawthorne Boulevard
 Rancho Palos Verdes, CA 90275

Re: Proposal for the Preparation of Traffic, Noise, and Air Quality Impact Analysis Updates for the City of Rancho Palos Verdes General Plan Update

Dear Ms. Kim:

We thank you for the opportunity to send you our proposal for the Preparation of Traffic, Noise, and Air Quality Impact Analysis Updates for the City’s General Plan Update. We understand that the City of Rancho Palos Verdes (City) is seeking an environmental consultant who resolves issues, provides technically-accurate environmental documentation on schedule and within budget, and provides a high level of interaction with City staff during the longevity of the project.

Founded in 1969, Environmental Science Associates (ESA), a California Corporation, is a multidisciplinary environmental consulting firm offering services in planning and environmental analysis for a wide range of both public and private clients. ESA has a growing professional staff of over 475 employees located within 16 offices across California, Oregon, Washington, and Florida. ESA is one of the few firms remaining in the state that is focused solely on environmental services, compliance, implementation, and planning—it’s our core business. Because of this, ESA has substantial in-house seasoned professionals uniquely capable of meeting the City’s needs for environmental services. Additionally, ESA has a depth of senior technical and CEQA experts to oversee work in all environmental technical disciplines—ensuring well-managed work efforts, quality control, and legally defensible documents.



We understand that the challenges faced by our clients have changed over the years in response to California’s evolving economic and environmental landscape. ESA’s capabilities have also evolved over the last decade in response to these dynamics, especially in the Southern California area. We have grown our staff and capabilities to provide strategic value for our clients. The firm’s growth has allowed us to put boots on the ground whenever required by the City.

Our proposed team for this contract will be managed by staff from our Los Angeles office. ESA has assembled a team of management and technical professionals who have excellent and long-standing working relationships with our clients.

Ryan Todaro, will serve as the Project Manager. He has more than 16 years of experience in the environmental field and has served as a lead planner for numerous projects. His experience ranges from preparing and managing CEQA and NEPA environmental documents, obtaining essential permits and entitlements to coordinating with construction personnel, local governments and regulatory agencies regarding environmental compliance, permitting, and mitigation measures. **Heidi Rous**, will serve as the Technical Lead. She has 25 years of experience providing comprehensive permitting, compliance, and planning services specializing in air quality, hazardous materials, and risk assessment. Heidi has managed Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various

Ms. So Kim
March 30, 2016

State and federal environmental regulations including CEQA, National NEPA, RMPP, Cal ARP, AB2588, AB32, and Proposition 65.

ESA offers expertise in all disciplines toward providing services for the City of Rancho Palos Verdes. ESA offers expertise in all disciplines services for the Traffic, Noise, and Air Quality Impact Analysis; however, for this project ESA has teamed with Translutions, who provides traffic analysis. ESA and Translutions have teamed on several occasions, achieving a high level of efficiency and client satisfaction. From Translutions, **Sandipan Bhattacharjee, PE, AICP** will serve as Traffic analyst. With over 12 years of experience, he is well versed in preparing technical analyses of land development and transportation infrastructure projects, including comprehensive traffic impact analyses, traffic operations analyses, and parking studies.

Why Choose ESA? Our team has the reputation, experience, and abilities that differentiate us from other project teams:

- **Environmental Services.** We focus solely on environmental services. ESA is one of the largest stand-alone environmental firms with our most senior personnel tackling environmental compliance and permitting challenges on a daily basis.
- **CEQA/NEPA Expertise.** We are industry leaders in providing comprehensive CEQA/National Environmental Policy Act (NEPA) compliance assistance. This expertise assists our clients by providing both in-depth technical ability and strategic advice for designing compliance strategies that are appropriate for the situation.
- **Technical Depth.** Our team provides the full array of technical expertise, including air quality and climate change services; biological surveys; cultural resources surveys; traffic and noise studies; and compliance monitoring. Our technical experts have the knowledge and experience to provide keen technical studies.
- **Responsiveness.** *We expedite projects and get the job done.* Our managers and technical experts understand the specific regulatory processes, funding cycles, and constraints impacting water and other infrastructure project schedules. We are well known for adhering to strict deadlines without sacrificing quality.

ESA appreciates this opportunity to be considered by the City for Traffic, Noise, and Air Quality Impact Analysis and is ready to provide these services to the City with our experienced, responsive, and committed senior team. Should you have any questions about our qualifications or scope of work, please call at your earliest convenience.

Sincerely,



Ryan Todaro
Program Manager

Contents

Preparation of Traffic, Noise, and Air Quality Impact Analysis Updates for the City of Rancho Palos Verdes General Plan Update

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Section 1

Firm Introduction



Section 1

Firm Introduction



This section provides an overview of ESA; a description of the comprehensive services we offer; our experience; and the growth that we've experienced over the firm's history.

About ESA

Founded in 1969 by three scientists, Environmental Science Associates (ESA) quickly became known for its high-quality California Environmental Quality Act (CEQA) documentation and science-based environmental impact analyses. In 1974, ESA made history by producing the first Environmental Impact Report (EIR) on a work of art—Christo's Running Fence EIR, now part of an exhibition that is permanently cataloged at the Smithsonian American Art Museum. In the past **47 years**, ESA has prepared countless environmental documents for projects both large and small, shaping the

manner in which the state has grown and developed over the past 50 years.

But ESA is not just a firm that prepares environmental documents. We've evolved into a broad-service science and planning firm committed to effective problem-solving, sustainability, and delivery of integrated environmental and planning solutions, with an exceedingly strong presence throughout Southern California. ESA assists clients from the earliest phases of project conception, through environmental review and regulatory approval, to project implementation and mitigation monitoring.

We are proud to be an employee-owned corporation of more than **475 professionals**. Our owner-employees are located within **16 offices** across California, Oregon, Washington, and Florida.

SECTION 1: FIRM INTRODUCTION

In southern California we have offices in Los Angeles, Santa Monica, Irvine, Pasadena, Woodland Hills, San Diego, and Palm Springs. With a vested interest in the success of our firm, you will find our employees are highly dedicated and collaborative and are always seeking to find the best outcomes to benefit our clients. We are a small enough firm that we can be nimble in response to changing client and project requirements, yet large enough to provide all of the technical services that might be needed when preparing a CEQA, National Environmental Policy Act (NEPA), or planning document. Our vast array of technical service specialties includes biology, cultural resources, air quality, climate change, noise, environmental hydrology, water quality, geology, landscape architecture, climate action planning, greenhouse gas (GHG) inventories, GHG reduction plans, sustainability planning, waste characterization and reduction studies, cap-and-trade assistance, urban and community planning, transit-oriented development planning, and traffic and transportation planning. Our President, who has an academic background in marine biology, has been successfully working in the fields of planning and CEQA/NEPA compliance over 47 years ago, which means that our firm is run with a deep understanding of the services we provide, benefitting both our clients and our employees.

We maintain a strong commitment to advancing the state of our practice, offering employees regular internal training sessions on subjects relevant to the fields in which we specialize and critically evaluating cases as they move through the legal system. For example, every month we offer a CEQA Practice Forum, where we discuss current industry trends and legal cases with a focus on how we can change our practice to provide environmental documents that are most responsive to a constantly evolving regulatory environment. In 2016, we are rolling out “CEQA

University,” where we will conduct focused training for all employees in each environmental topic analyzed under CEQA and NEPA. We also encourage and support our employees’ participation in the professional community, from speaking at conferences to actively participating in professional organizations in other ways.

ESA is committed to improve the communities in which we work. We give back through various company-sponsored volunteer activities, including beach clean-up day, volunteering as science, technology, engineering, and math tutors at schools throughout the state, and participating in the Christmas Audubon Bird Count. We implement a comprehensive sustainability program that integrates environmental, economic, and social principles of sustainability and environmental stewardship into all aspects of our corporate life, from purchasing decisions to facility site selection, from mentoring staff about individual decisions made during the course of their work life to guiding our clients to sustainable project solutions. This commitment to improving our communities and helping to create a better environment is reflected in our business plan and throughout our corporate culture. ESA is an environmental consulting and planning firm that is proud of our long history and singular focus to this field, the quality of the work we consistently produce, and the efforts our employees put forth to make the world around us a better place.

As requested in the Request for Proposal (RFP), this section provides a description of our in-house technical capabilities, as well as a discussion of our experience with environmental work in the city of Rancho Palos Verdes and other similar jurisdictions. This section also provides a discussion of our growth strategy, which is relevant given the state of the environmental consulting industry and has seen major shifts in how

environmental consulting services are delivered (with respect to the “type and size” of firm that offers these services).

Description of In-House Technical Capabilities

ESA’s major strength lies in fostering and managing the teamwork and coordination required to provide effective interdisciplinary environmental and community planning services. We are organized around the market sectors that we service in a manner that facilitates widespread collaboration. ESA organizes its work around two types of specialists, the first being CEQA/NEPA environmental and community planning practitioners who are organized into groups, each specializing in a range of similar project types, clients, and issues, and the second being specialized technical practitioners organized into groups by area of technical expertise.

Our CEQA/NEPA environmental and community planning practice includes groups that focus on community development, water, renewable resources, environmental hydrology, energy, and airports. All of these services are provided by ESA without the use of outside consultants.

- ESA’s **Community Development** group provides environmental and community planning expertise to assist public and private sector entities in developing urban and rural communities. Its focus is on evaluating the broad range of environmental, economic, social, and place-making factors that help public and private sector entities determine appropriate uses of land.
- ESA’s **Water** group helps clients thoughtfully navigate the regulatory complexities of water and wastewater programs, from concept to completion, and balance sound environmental

practice with the demand and supply of treated and recycled water, watershed management, wastewater processes, and flood control. The group specializes in preparation of environmental documentation for water and wastewater facilities projects, groundwater resource management programs, and system and supply master planning.

- ESA’s **Renewable Resources** group helps clients meet the increasing need to reduce their carbon footprint and to build healthy, livable, and sustainable communities. It provides a range of services, including GHG emissions inventories and reduction programs, policy and program assistance for minimizing solid waste and increasing conservation and efficiency, and working with businesses and communities to develop forward-looking and sustainable solutions.
- ESA’s **Environmental Hydrology** group provides sea-level rise planning, vulnerability assessments, hydraulic engineering, geomorphology, water quality assessments, groundwater resources assessment, and stream and wetland restoration design. The Environmental Hydrology group develops practical solutions to complex multi-objective water resource and flood hazard management problems, expanding beyond traditional single-focus engineering approaches. ESA staff includes in-house expertise in geomorphology, surface water flow, floodplains, surface water/groundwater interaction, desalination, and aquifer storage and recovery.
- ESA’s **Energy** group assists clients as they face the many challenges in today’s economy related to increasing demand, limited resources, and an aging infrastructure that drives the need to examine system reliability

SECTION 1: FIRM INTRODUCTION

and pursue alternative and renewable sources of energy. From generation to transmission, energy projects must also withstand increasing environmental requirements and regulatory and public scrutiny. ESA's **Airports** practice group focuses on environmental issues facing general aviation, and regional and large metropolitan airports across the nation, including CEQA/NEPA documentation and specialized technical expertise related to noise, air quality, GHG emissions, wildlife hazards, and land use compatibility as specifically associated with airport projects.

ESA's specialized technical practice areas include groups with expertise in biological resources, noise, cultural resources management, air quality and climate change, traffic and transportation planning, and Global Information System (GIS) and graphics.

- ESA's **Biological Resources** group provides expertise in botany and plant ecology, wildlife, habitat restoration and management, sensitive species evaluation, permitting, and mitigation compliance monitoring. The group's experience covers a wide range of project types for public and private clients throughout the state, from large-scale vegetation mapping to site-specific permits.
- ESA's **Noise** group provides comprehensive noise consulting services to municipal governments, highway and transportation agencies, parks agencies, airport authorities, and private sector developers. Our Noise group characterizes existing and projected noise conditions; identifies potential noise-related nuisance and health issues; develops feasible noise attenuation measures, including design alternatives, traffic and operations management measures, and noise barriers;

and proposes mitigation requirements based on local, state, and/or federal noise compatibility criteria. We also have specialized experience assessing noise impacts related to recreational uses, such as playgrounds, sports fields, skate parks, basketball courts, and tennis courts.

- ESA's **Cultural Resources Management** group includes archaeologists, paleontologists, historians, and ethnographers focused on providing technically superior, legally defensible, and culturally/historically sensitive solutions and expediting necessary agreements and permits with federal, state, and local agencies; Native American tribal entities; and other interested parties. Whether reuse of historically significant structures, a water supply pipeline that traverses lands containing multiple Native American sites, or coordination of projects involving both CEQA and Section 106 of the National Historic Preservation Act, ESA has proven capability to tackle each situation with appropriate analyses leading to mitigation strategies and agreements tailored to successful project implementation. Known for our successful relationships with regulators and stakeholders, ESA's cultural resources management team is able to facilitate document preparation and processing to meet project deadlines and to ensure that sensitive sites are protected.
- ESA's **Air Quality and Climate Change** group provides effective solutions to the air quality and climate change challenges faced by a broad array of project types. The group provides the full range of air quality assessments, including modeling, GHG calculations, carbon footprint analyses, and health risk assessments related to airborne pollutants, including diesel particulate

emissions. ESA is a registered assessor with the California Climate Action Registry, and our team has expertise with all relevant modeling tools. Complementing our air quality and climate change programs, ESA provides comprehensive sustainability planning programs to reduce water and energy consumption and air emissions, streamline waste systems, and maximize diversion of wastes to ensure the long-term viability of projects and initiatives.

- ESA's **Traffic and Transportation Planning** group provides expertise in the evaluation of highway and rail transportation improvements, preparation of traffic impact analyses, and peer reviews of the adequacy of traffic studies for inclusion in CEQA/NEPA documents.
- ESA's **GIS and Graphics** group provides expertise in a wide range of visual media, including website design and maintenance, project graphics (such as visual simulations and shade/shadow figures), desktop publishing, PowerPoint design, infographic design, GIS analysis, and photography.

Growing for the Right Reasons

As the fields of environmental science and community planning have grown more complex and controversial, ESA has stayed in the forefront by hiring the best and brightest individuals in our industry, allowing us to deepen key technical service capabilities. Our team has grown and evolved in response to the tremendous changes we have witnessed in the field of environmental consulting. We continuously learn through challenging project work and an ever-changing regulatory climate, and, in response, we have strategically developed our staff and capabilities to better serve our clients, adding depth in all of our supporting technical disciplines. In addition, beginning in the late 1970s, we augmented our organic growth through a number of selective, strategic acquisitions and mergers, extending our capabilities in the fields of natural resources planning, aviation planning and analysis, restoration design, environmental hydrology, and landscape design.

Figure 1-1 illustrates ESA's steady growth as a corporation over the years and highlights the firm's milestones. **Figure 1-2** illustrates "by the numbers" what ESA's responsive growth and staff capacity means to the City of Rancho Palos Verdes. We are proud to demonstrate an integrated full-service team, staffed with owner-employees who demonstrate the professional dedication that we know is required to get the job done right.

Figure 1-1: Growth through the Years

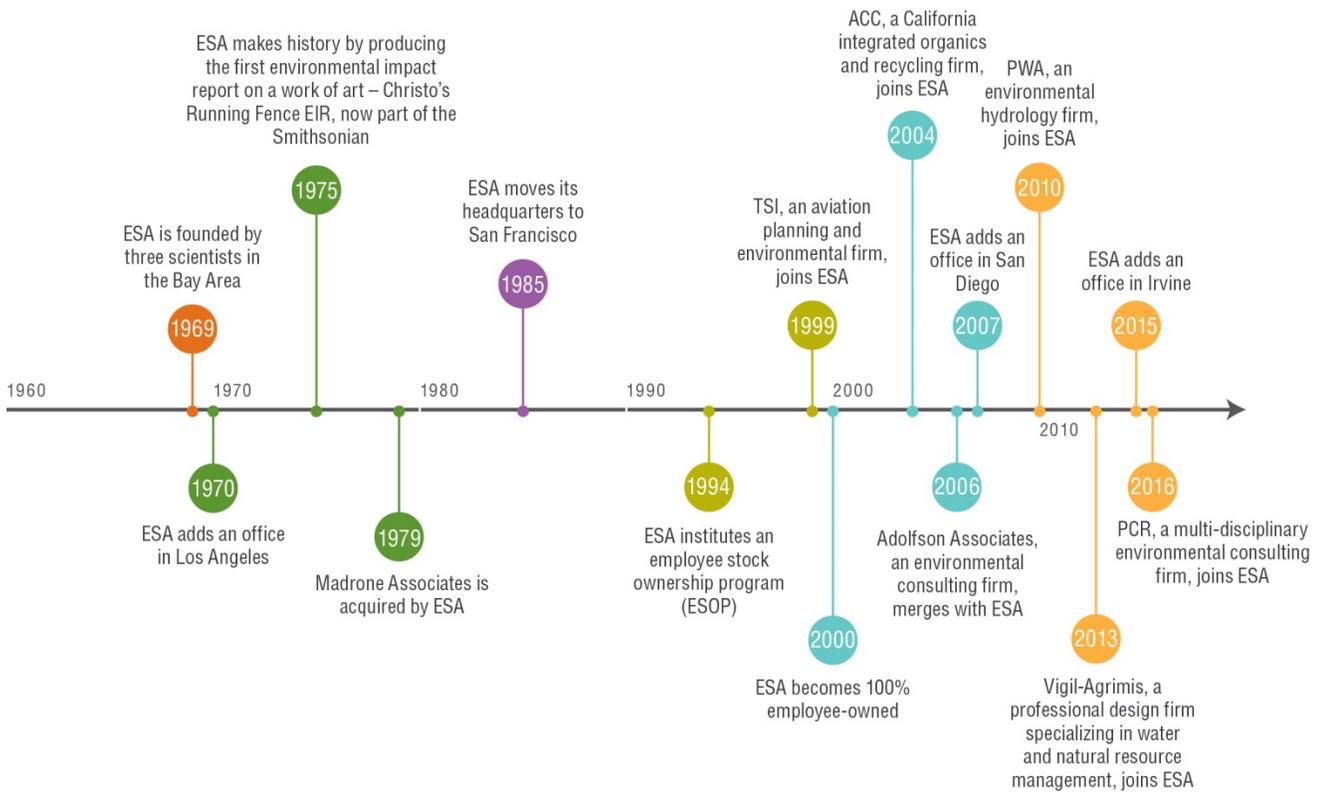
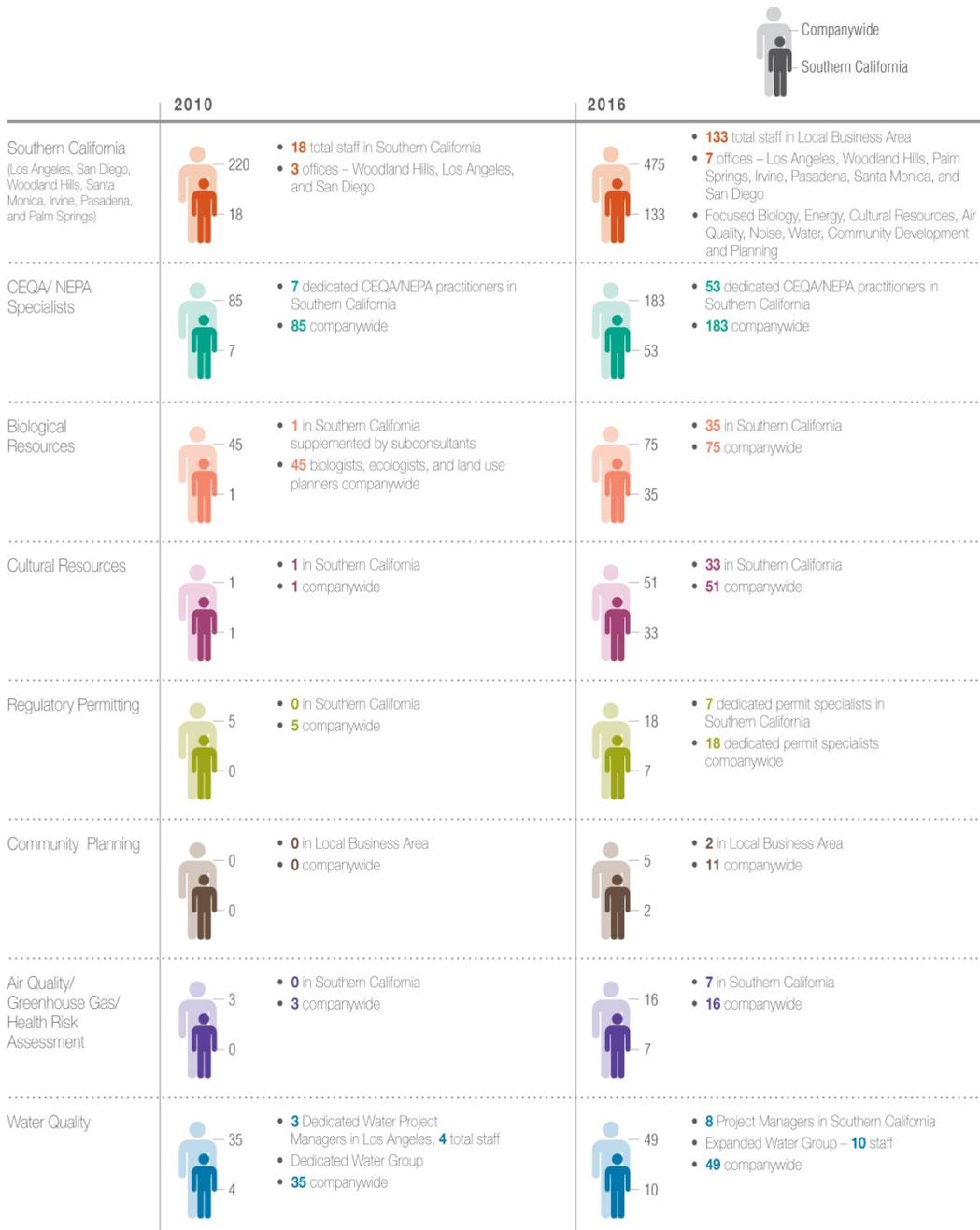


Figure 1-2: Growth by the Numbers



Section 2

Project Team



Section 2

Project Team



Management Team

The following provides an overview of ESA’s Management and Technical Team. Full team resumes can be found in **Appendix A**.

Ryan Todaro | Project Manager



As the Project Manager, Ryan will be the City’s day-to-day contact. He will be available to the City of Rancho Palos Verdes to provide expertise related to all aspects of

the technical studies, and to establish and implement the appropriate compliance strategy and approach for the project. His leadership will facilitate a legally-defensible and concise environmental analysis that reflects the City’s needs.

Ryan has over 16 years of experience in the environmental planning field, specializing in the preparation and management of technical studies and environmental documentation. Ryan is committed to serving as the Project Manager for the project.

Heidi Rous, CPP | Technical Lead



As Technical Lead, Heidi will lead ESA’s technical team and coordinate closely with City staff to ensure needs for the project is met. She will also provide support

for the technical experts, including air quality, noise, and traffic analysis. Heidi has 25 years of experience providing comprehensive permitting, compliance, and planning services specializing in

SECTION 2: PROJECT TEAM

air quality, hazardous materials, and risk assessment. She has managed Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various State and federal environmental regulations including CEQA, National NEPA, RMPP, Cal ARP, AB2588, AB32, and Proposition 65. She is highly skilled in quantifying, modeling, mitigating emissions from stationary and mobile sources. Heidi also possesses extensive experience with design and permitting of air pollution control devices, including Best Available Control Technology (BACT) determinations, emission credit (ERC and RECLAIM) assistance, permit negotiation, and other compliance services. Her project experience includes City of Hermosa Beach General Plan Update and EIR (AQ, GHG), Wine Country Community Plan EIR, Riverside County (AQ, GHG), and City of Vernon Housing Element (Health Risk Assessment).

Subconsultant

ESA offers expertise in all disciplines services for the City of Rancho Palos Verdes contract, however, for this project; ESA has teamed with **Translutions, Inc.** who will provide assistance with traffic studies. ESA and Translutions have teamed on several occasions, achieving a high level of efficiency and client satisfaction for projects such as the Pico Rivera General Plan Update, Kruse Road Feasibility Study and Development Plan, and Pico Rivera Urban Greening project, among others.

Technical Team

In addition to our experienced Project Management Team, we have structured a Technical Team that conducts a full range of technical studies. **Table 2-1** provides a summary of the lead Technical Team for the City of Rancho Palos Verdes contract.

TABLE 2-1: TECHNICAL TEAM

Name	Expertise
<p>Alan Sako, LEED® AP BD+C <i>Role: Air and Noise</i></p> <p>14 Years of Experience</p>	<p>Alan has 14 years of experience with expertise in CEQA and NEPA impact analysis, Emissions Modeling, Health Risk Analysis, GHG Mitigation and Climate Change. He regularly performs construction, traffic, and stationary noise modeling, hazardous waste, off-site consequence analyses, and risk management plans. Project experience includes residential, commercial, institutional, industrial, ports/airports, DoD (e.g. Several Air Force Bases, Camp Pendleton), as well as project-level and plan-level analyses (e.g., General Plans, Specific Plans).</p>
<p>Audrey Vinant-Tang <i>Role: Air and Noise</i></p> <p>3 Years of Experience</p>	<p>Audrey has three years of experience with expertise in CEQA and NEPA impact analyses, emissions modeling/analysis (CalEEMod and EMFAC2014), Health Risk Assessments (AERMOD and HARP), GHG Mitigation and Climate Change. Monitoring experience includes air quality, noise, and light pollution monitoring. Previously worked in corporate sustainability at the Veolia Group and CBS Television.</p>
<p>Carleen Sawires <i>Role: Air and Noise</i></p> <p>20 Years of Experience</p>	<p>Carleen has 20 years of experience performing air quality and GHG impact analysis for CEQA and NEPA compliance as well as. Additional area expertise includes geology, hydrology and water quality, hazardous materials, and utilities.</p>
<p>Everest Yan, EIT <i>Role: Air and Noise</i></p> <p>14 Years of Experience</p>	<p>Everest has 14 years of experience with expertise in CEQA impact analyses (AQ, GHG, noise, and hazardous materials), emissions inventory (EMFAC, OFFROAD, AP-42), Dispersion Modeling (AERMOD, CALINE, Cal3QHC), as well as HRAs and offsite consequence analyses (HARP, BENMAP). Project experience includes remediation (RAPs), construction, transportation infrastructure (roads, airport), educational facilities, and general development. Prior experience with stormwater monitoring.</p>
<p>Ha Chung <i>Role: Air and Noise</i></p> <p>2 Years of Experience</p>	<p>Ha has two years of experience performing CEQA and NEPA air quality and GHG impact analysis, Emissions Modeling/Analysis (CalEEMod and EMFAC2014), Health Risk Assessment (AERMOD), GHG Mitigation and Climate Change. Experienced in maintaining and operating noise monitoring and air monitoring equipment.</p>
<p>Kyle Kim, PhD <i>Role: Biological Resources</i></p> <p>14 Years of Experience</p>	<p>Kyle Kim has 14 years of professional and academic experience in architectural and environmental acoustical consulting for various uses, including corporate campuses and office buildings, schools, medical facilities, religious institutions, residential, entertainment, and infrastructure. Dr. Kim is skilled in the analysis of potential environmental impacts of noise and vibration as well as in the design response, sound wall, sound isolation, and noise control for sound generated by mechanical systems, transportation, aircraft, and weapons. He provides architectural acoustics design including room and building acoustics, reverberation measurements, data analysis, and heating, ventilation and HVAC systems.</p>
<p>Sandipan Bhattacharjee, P.E., AICP <i>Role: Traffic</i></p> <p>15 Years of Experience</p>	<p>Sandipan has extensive experience preparing technical analyses of land development and transportation infrastructure projects, including comprehensive traffic impact analyses, traffic operations analyses, and parking studies. He has worked in the Southern California region for over twelve years and is well versed in rules and regulations in the five-county SCAG region. Sandipan has led teams preparing traffic studies and multimodal analyses for various types of projects. He has years of experience in preparing defensible transportation analysis for inclusion in CEQA documents. Since the passage of SB-375 and AB-32, Sandipan has been involved in GHG reduction strategies including facilitation of transit, complete streets implementation, and vehicle trip reduction strategies. He is an expert in traffic analysis methodologies including HCM2000, HCM2010, Circular 212 and ICU.</p>
<p>Deepali Chausalkar <i>Role: Traffic</i></p> <p>18 Years of Experience</p>	<p>Deepali is a Co-Founder and Principal at Translutions. Her primary responsibilities are to prepare technical analyses of land development and transportation infrastructure projects, including comprehensive traffic impact analyses, traffic operations analyses, preliminary design, and parking studies. Deepali has experience in both transportation planning and transportation engineering projects in the Southern California region.</p>

Section 3

Scope of Work



Section 3

Scope of Work



Scope of Work

ESA is pleased to offer professional services for the preparation of traffic, noise, and air quality/greenhouse gas studies to be used as a basis for updating the City’s General Plan. As requested, a brief scope of work, schedule, and cost for each technical study has been provided below along with assumptions.

Task 1. Project Start-Up Activities

At a date yet to be determined, ESA will attend a Kick-Off Meeting with representatives from the City to discuss the approach, methodologies, and format of the traffic, noise, and air quality/greenhouse gas studies. It is anticipated that approach, methodologies, and format will be finalized and approved by the City during the Kick-Off Meeting.

Task 2. Prepare Traffic Study

Scope of Work

- Coordination with City/kick-off meeting
- Obtain traffic counts at study area roadway segments and intersections identified for evaluation. The analysis will include the roadway segments and intersections evaluated in the Draft General Plan Traffic Impact Analysis (July 2010). A site visit will be conducted to survey presence of sidewalks, bike-lanes, and condition of transit supporting structures. This is required under the new parameters under MAP-21 and the new General Plan Guidelines. In addition, Translutions will require information on cumulative projects from the City.
- Conduct an existing conditions analysis consistent with current practice.

Automobile levels of service will be calculated using either the Intersection Capacity Utilization (ICU) or the Highway Capacity Manual (HCM) methodologies. Since the City has limited opportunities for capacity addition, Translutions recommends using the HCM methodology which is responsive to non-capacity enhancements to improve traffic operations. However, ultimately, it will be the decision of the City which method will be used. An analysis of other modes of transportation – pedestrian, bicycle, and transit will also be included.

- Compare the Current General Plan land uses with the proposed land use alternative for areas where changes are proposed. This comparison will be based on trip generation, potential changes to trip assignment and logical origin-destination pairs. Since the changes will be applicable to discrete areas, it is Translutions' professional opinion that model runs for each alternative will not be required and that the trip assignment can be based on logical manual methods.
- Traffic conditions for the General Plan build out will be analyzed in the traffic analysis. The forecast traffic conditions under the Current General Plan will be developed using the SCAG model. Then, the impacts of land use changes will be evaluated by applying the traffic changes to the analysis for the current General Plan. Daily, a.m., and p.m. peak-hour trips will be generated for the changing land use areas. For purposes of this proposal, up to ten areas are considered subject to change from the existing condition to the General Plan build out. If more than ten areas change, a budget augment may be necessary. Trip generation rates will be based on the Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition. Adjustments will be made to the gross trip generation to eliminate trip generation of existing uses, reflect the internal trip capture of mixed-use projects, and address potential pass-by traffic

associated with certain retail uses.

Translutions will provide best efforts to link future productions to attractions so as not to overestimate trip generation within the City. If required, the forecast analysis can also be conducted using the SCAG Model.

Translutions will present a General Plan build out traffic analysis of the study area to demonstrate the capacity available and the ability of the General Plan circulation system to provide acceptable operation within a long-term horizon. Levels of service will be determined for roadways and intersections based on volume to capacity ratios and ICU/HCM analysis, respectively. An analysis of other modes of transportation – pedestrian, bicycle, and transit will also be included.

- Based on the results of the impact assessment, improvements will be identified to address impacts created by the General Plan build out conditions. Where improvements are required to maintain performance criteria levels of service, Translutions will select lane additions from the arterial classification and/or a subset of the maximum feasible intersections. Translutions will also review the goals, policies, and objectives, as well as capital improvement priorities (i.e., implementation program), to identify whether these policy level measures can act to offset General Plan implementation, and to identify funding and possible scheduling of the General Plan roadway system.
- A technical study will be prepared that discusses the existing and General Plan build out conditions. Identification of the ultimate General Plan roadway system, including standard cross-sections and intersection lane requirements (both at a schematic level of detail) will be provided. The report will be submitted to the Client and the City.

Upon completion of the review, Translutions' staff will meet with City representatives to discuss the traffic

analysis and to receive comments. Translutions will then modify the draft report to address the comments and submit the final traffic analysis for incorporation into the overall environmental document.

- Translutions will assist the project team in formulating draft Circulation Element Goals and Policies, standards, and implementation programs. Translutions will also review the Circulation Element prepared by the Client and provide recommendations.

Task 4. Prepare Noise Study

Scope of Work

- Coordination with City/kick-off meeting
- Noise analysis prepared in accordance with CEQA guidelines, Appendix G.
- Document the existing noise environment within the city planning area through site measurements and computer modeling.
- Prepare a summary of the pertinent noise significance thresholds in accordance with applicable City, state and federal regulations.
- Prepare a qualitative analysis of construction noise impacts, a qualitative assessment of land use compatibility (based on proposed zoning changes), as warranted, and a quantitative evaluation of operational noise impacts from mobile noise sources (roadway traffic).
- Develop mitigation measures, where applicable.

Task 3. Prepare Air Quality/Greenhouse Gas Study

Scope of Work

- Coordination with City/kick-off meeting
- Review the General Plan goals, policies, and objectives related to air quality resources and greenhouse gas emissions
- Review other related resources, including the Circulation Element and Land Use Element, and the South Bay Cities Council of Governments 2010 Community

Greenhouse Gas Emissions Inventory Report.

- Conduct a program-level assessment to determine the potential impacts to air quality from implementing projects with the understanding that subsequent environmental review may occur as future project-specific development proposals are initiated under the Plans.
- Analyze current regulatory setting; existing air quality conditions; City goals policies and objectives related to air quality resources; significance thresholds; a qualitative construction emissions analysis; quantitative operational emissions analysis; qualitative (comparative) localized CO hotspots analysis; qualitative analysis of toxic air contaminants (TACs) and odors; cumulative impact analysis; consistency with regional air quality plans; and provide mitigation measures if necessary.
- Conduct a program-level assessment to determine the potential impacts related to greenhouse gas emissions from implementing projects with the understanding that subsequent environmental review may occur as future project-specific development proposals are initiated under the Plans.
- Describe relevant GHG policies and regulations and estimate the existing baseline GHG emissions from the existing land uses.
- Work with the City to determine the appropriate GHG thresholds.
- Perform a quantitative analysis of construction and operation of the General Plan area, including emissions from energy usage, waste generation, and mobile sources.
- Provide discussion of those project features or mitigation measures that will reduce GHG emissions, such as energy efficiency measures or water conservation measures.

SECTION 3: SCOPE OF WORK

- Assess the project's consistency with applicable GHG reduction plans and policies and relevant Regional and State goals.
- Provide mitigation measures, if needed, to address any significant GHG impacts identified.

Assumptions

- A specialist for each technical study will prepare for and attend up to a total of two meetings with the project team. In addition, it is anticipated that attendance at one public meeting will be required by each technical specialist.
 - It is assumed that each technical study will go through two rounds of reviews by the City (each round will include 1 week to review and 1 week to update study).
 - It is anticipated that all submittals will be in electronic format.
- The preparation of the technical studies begins with a data needs and information request. ESA assumes this will be fulfilled by the City in a timely manner (approximately 3 weeks).
 - The scope of services for the noise survey will be completed through long-term (24-hour) and short-term (15-minute) noise measurements at up to 10 locations (4 long-term and 6 short-term); ESA will prepare existing and future noise contours along major highway and primary arterials. Existing noise contours will be developed based on existing ambient noise data and computer noise modeling. The traffic noise model will be based on computer noise prediction models that incorporate Federal Highway Administration (FHWA) traffic noise model (FHWARD-77-108).

Section 4

Project Schedule



Section 4

Project Schedule



Proposed Schedule

The proposed schedule for completion of the City's Technical Analysis can be found in **Table 4-1**.

To meet the City's schedule, ESA has prepared a 16-week schedule to complete the studies. The project schedule breaks down the time allocated for the preparation and revision of each study and the time allocated for the City to review.

Traffic Study

Schedule

The Draft Traffic Study is anticipated to be completed within 12 weeks of receipt of authorization to proceed and kick off meeting.

Noise Study

Schedule

The Draft Noise Study is anticipated to be completed within 12 weeks of receipt of authorization to proceed and kick off meeting.

Air Quality/Greenhouse Gas Study

Schedule

The Draft Air Quality/Greenhouse Gas Study is anticipated to be completed within 12 weeks of receipt of authorization to proceed and kick off meeting.

SECTION 4: PROJECT SCHEDULE

Table 4-1: PROJECT SCHEDULE

Task	Responsible Party	Duration
Task 1. Project Start-Up Activities		
Attend Project Kick-off Meeting	ESA/City	1 day
Task 2. Prepare Traffic Study		
Submit Draft Traffic Study	ESA	12 weeks
Review Draft Traffic Study	City	1 week
Update Draft Traffic Study	ESA	1 week
Review Draft Traffic Study	City	1 week
Finalize Traffic Study	ESA	1 week
Task 3. Prepare Air Quality/Greenhouse Gas Study		
Submit Draft Air Quality/Greenhouse Gas Study	ESA	12 weeks
Review Draft Air Quality/Greenhouse Gas Study	City	1 week
Update Draft Air Quality/Greenhouse Gas Study	ESA	1 week
Review Draft Air Quality/Greenhouse Gas Study	City	1 week
Finalize Air Quality/Greenhouse Gas Study	ESA	1 week
Task 4. Prepare Noise Study		
Submit Draft Noise Study	ESA	12 weeks
Review Draft Noise Study	City	1 week
Update Draft Noise Study	ESA	1 week
Review Draft Noise Study	City	1 week
Finalize Noise Study	ESA	1 week

Section 5

Hourly Rates



Section 5

Hourly Rates



Team Hourly Rates

Attached are the hourly rates for our proposed team committed to the project for its entire duration. ESA understands that any changes to the team will be submitted in writing to the City for their approval.

SECTION 5: HOURLY RATES

Employees	Hourly Rate	Hours Allocated	Total Cost
Task 1. Project Start-Up Activities			
Ryan Todaro, Project Manager	\$230	5	\$1,150
Sandipan Bhattacharjee, PE, AICP (Translutions, Inc.)	\$165	5	\$825
Heidi Rouse, CPP, Technical Lead	\$215	5	\$1,075
Task 1 Total			\$3,050
Task 2. Prepare Traffic Study			
Ryan Todaro, Project Manager	\$230	6.5	\$1,485
Sandipan Bhattacharjee, PE, AICP (Translutions, Inc.)	\$165	247	\$40,755
Deepali Chausalkar (Translutions, Inc.)	\$120	248	\$29,760
Graphics/GIS (Translutions, Inc.)	\$95	35	\$3,325
Task 2 Total			\$75,325
Task 3. Prepare Air Quality/Greenhouse Gas Study			
Ryan Todaro, Project Manager	\$230	4	\$920
Heidi Rouse, CPP, Technical Lead	\$215	32	\$6,880
Everest Yan, EIT, Senior Engineer	\$140	20	\$2,800
Alan Sako, LEED AP BD+C, Senior Scientist	\$140	20	\$2,800
Carleen Sawires	\$140	20	\$2,800
Audrey Vinant-Tang	\$95	80	\$7,600
Ha Chung	\$95	40	\$3,800
Graphics/GIS/Publications	\$95	6	\$570
Task 3 Total			\$28,170
Task 4. Prepare Noise Study Submit Draft Noise Study			
Ryan Todaro, Project Manager	\$230	6	\$1,380
Heidi Rouse, CPP, Technical Lead	\$215	32	\$6,880
Kyle Kim, Ph.D. Senior Engineer	\$140	90	\$12,600
Ha Chung	\$95	110	\$10,450
Graphics/GIS/Publications	\$95	8	\$760
Task 4 Total			\$32,070
Reimbursables^a			
Project Reimbursable Cost			\$11,385
TOTAL PROJECT COST			\$150,000

^a Reimbursables include both ESA and Translucent's reimbursable costs.

Section 6

Conflict of Interest



Section 6

Conflict of Interest



ESA does not foresee any conflict of interest in working with the City of Rancho Palos Verdes or providing the requested services.

Section 7

References



Section 7

References



Client References

ESA has gained a strong reputation for responsive service, technical excellence, and quality work. We invite you to contact our clients, listed below, for references regarding the quality of our restoration

work and our ability to meet schedules and budgets. As requested, the following table provides references for some of our key clients for whom we have provided similar services.

TABLE 7-1: CLIENT AND PROJECT INFORMATION

Client Contact	Project
<p>Smita Deshpande, Senior Environmental Planner Generalist Branch Caltrans District 12 3347 Michelson Dr., Ste 100, Irvine, CA 92612-0611 P: 949.724.2245 E: smita.deshpande@dot.ca.gov</p>	<p>I-405 Improvement Project (<i>Ryan Todaro's project while at another firm</i>)</p>
<p>Aaron Jones, Planning Director City of Redondo Beach Harbor Department 415 Diamond Street, Redondo Beach, CA 90277 P: 310.318.0637 E: aaron.jones@redondo.org</p>	<p>South Bay Galleria Mixed-Use Project</p>
<p>Eduardo Schonborn, AICP, Senior Planner City of Chino Hills (<i>formally from City of Rancho Palos Verdes</i>) 14000 City Center Drive, Chino Hills, CA 91709 P: 909.364.2769 E: eschonborn@chinohills.org</p>	<p>Point View Master Use Plan Project</p>

Appendix A

Resumes



Ryan Todaro

EDUCATION

B.S., Natural Resources
Management, Cal Poly
San Luis Obispo

16 YEARS EXPERIENCE

Program Manager

Ryan Todaro has more than 16 years of experience in the environmental field and has served as a lead planner for numerous projects. His experience ranges from preparing and managing CEQA and NEPA environmental documents, obtaining essential permits and entitlements to coordinating with construction personnel, local governments and regulatory agencies regarding environmental compliance, permitting, and mitigation measures. Ryan also has experience analyzing coastal development permit applications for conformance with California Coastal Act requirements and analyzing coastal land use plans and zoning ordinances prepared by cities and counties in the coastal zone for conformity with California Coastal Act requirements. Additionally, his experience includes coordinating public meetings and open houses, and conducting negotiations, meetings, and other correspondence with governmental and regulatory agencies.

Relevant Experience

San Bernardino Associated Governments, Interstate 10 Corridor Project, San Bernardino and Los Angeles Counties, CA. *Environmental Manager.* SANBAG proposes to improve a 35-mile corridor of Interstate 10 in San Bernardino and Los Angeles Counties by relieving traffic congestion and implementing operational improvements. Ryan is responsible for the preparation and management of the Draft Environmental Impact Report/Environmental Impact Statement. He also manages the preparation of the supporting technical studies. He is also a main-point-of contact for the client and participates in project status meetings with the client and California Department of Transportation District 8.

Orange County Transportation Agency, Interstate 405 Improvement Project, Orange and Los Angeles Counties, CA. *Environmental Manager.* OCTA proposes to improve a 13-mile corridor of Interstate 405 between State Route 73 and Interstate 605 to improve travel conditions for work, recreation, and commerce by increasing freeway capacity, reducing congestion and enhancing interchange operations. Ryan was responsible for the preparation and co-management of the Draft and Final Environmental Impact Report/Environmental Impact Statement. He also managed the preparation of the supporting technical studies. He was also a main-point-of contact for the client and participated in project status meetings with the client and California Department of Transportation District 12.

City of Moreno Valley, Moreno Beach Drive Interchange Improvement Project Design and Construction, Moreno Valley, CA. *Lead Planner.* The project involves operational improvements at the SR 60/Moreno Beach Drive interchange. The project will replace the existing two-lane bridge overcrossing at Moreno Beach

Drive with a six-lane bridge and will widen the roadway approaches to the bridge, reconfigure and reconstruct ramps, and add auxiliary lanes along SR 60 between the Nason Street ramps and Moreno Beach Drive ramps. Ryan was responsible for the preparation and management of the Environmental Reevaluations/Addendums and updated supporting technical studies and permits. To secure permitting for the project, he conducted early coordination with the Regional Water Quality Control Board and the California Department of Fish and Game. He was also the main-point-of contact for the client and participated in project status meetings with the client and California Department of Transportation District 8.

Orange County Transportation Authority, Interstate 5 HOV Extension Project, Orange County, CA. *Lead Planner.* The project adds one HOV lane in each direction on I-5 throughout the project limits, constructs a new bridge over Avenida Pico, realigns I-5 freeway to enhance safety, reestablishes existing auxiliary lanes, constructs new auxiliary lanes, and improves existing on and off-ramps. Ryan was responsible for tracking environmental commitments through the PS&E stage and also prepared a Environmental Reevaluation/Addendum and managed the preparation of a paleontological mitigation plan.

Orange County Transportation Authority, State Route 22 Phase II Improvements, Orange County, CA. *Lead Planner.* The project involved providing an additional high-occupancy-vehicle (HOV) lane in each direction of I-405, from east of the Valley View Street overcrossing to east of the Seal Beach Boulevard overcrossing, and to add HOV direct connectors between I-405 and SR 22. Ryan managed the preparation of the Environmental Condition of Property Report associated with a permanent highway easement located on U.S. Navy property required for the SR 22/West Orange County Connection Project.

Malibu Lumber LLC, Malibu Lumber Yard, Malibu, CA. *Lead Land Use Planner.* The project involved obtaining wastewater discharge permits for the Malibu Lumber yard commercial development project. Ryan managed tasks associated with obtaining waste discharge and water recycling requirements from the California Regional Water Quality Control Board.

California Department of Transportation, State Route 133 Re-Alignment Project Construction Phase, Orange County, CA. *Environmental Construction Liaison.* The project involved the realignment of State Route 133 from Interstate 405 to State Route 73. Ryan coordinated with construction personnel on environmental and permitting conditions, as well as with regulatory agencies on required mitigation measures and commitments to ensure the project was in compliance with the environmental document and regulatory permits.

Heidi Rous

Principal, Director of Air Quality, Climate and Acoustics Services

EDUCATION

B.S. Physics, California
State Polytechnic
University, Pomona

25 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Certified Permitting
Professional (CPP),
Registered with South
Coast Air Quality
Management District,
#B6027

PROFESSIONAL AFFILIATIONS

Air & Waste Management
Association

Heidi Rous has 25 years of experience providing comprehensive permitting, compliance, and planning services specializing in air quality, hazardous materials, and risk assessment. Ms. Rous has managed Air Quality Impact Assessments (AQIA) and Health Risk Assessments (HRAs) required under various State and federal environmental regulations including CEQA, National NEPA, RMPP, Cal ARP, AB2588, AB32, and Proposition 65. She is highly skilled in quantifying, modeling, mitigating emissions from stationary and mobile sources. Ms. Rous also possesses extensive experience with design and permitting of air pollution control devices, including Best Available Control Technology (BACT) determinations, emission credit (ERC and RECLAIM) assistance, permit negotiation, and other compliance services.

Relevant Experience

CEQA, NEPA, and Environmental Assessments: Ms. Rous has authored numerous Air Quality, Greenhouse Gas, Hazards and Hazardous Materials, and Risk of Upset sections to EIRs, EISs, Environmental Assessments, and other special studies. Her major clients have included airports, ports, developers of residential, commercial, industrial, and mixed use projects, major hospitals, museums and other cultural organizations, primary and secondary educational facilities, United States Environmental Protection Agency, Federal Aviation Administration, Federal Highway Administration, numerous municipalities, and all major branches of the Department of Defense.

Health Risk Assessments and Offsite Consequence Analyses: Ms. Rous has managed or performed numerous HRAs and Offsite Consequence Analyses (OCAs) for a diverse range of clients and source types, including manufacturing, surface coating, metal plating, landfills, aggregate plants, refineries, ports, and bulk storage terminals. In addition, she performs the requisite HRAs for new school development for LAUSD and other districts that include quantification of the health risk posed from exposure to mobile sources such as freeways and train operations. She has performed OCAs for water supply and waste water treatment facilities, power plants, cold storage facilities, and chemical plants.

Permitting and Compliance: Ms. Rous has provided comprehensive planning and compliance services to numerous facilities in the energy and heavy manufacturing sectors. Specific experience includes permitting of new and modified facilities throughout California, especially within the SCAQMD jurisdiction, including refineries, cogeneration facilities, electrical production plants, steel rolling mills, metal plating operations, aerospace manufacturing, food production landfills, and wastewater treatment plants. Tasks include

preparing and negotiating permit applications, regulatory analyses, emissions inventories, AQIAs, HRAs, and BACT determinations. She has provided on-site compliance support (staff augmentation) at various times for ARCO and BP, and is familiar with all aspects of applicable health and safety requirements.

Alan Sako, LEED® AP BD+C

Senior Scientist

EDUCATION

B.S., Atmospheric,
Oceanic &
Environmental Science,
University of California,
Los Angeles

13 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

U.S. Green Building
Council, LEED
Accredited Professional
(BD+C)

PROFESSIONAL AFFILIATIONS

Air & Waste Management
Association

U.S. Green Building
Council, Los Angeles
Chapter, LEED® AP BD+C

Alan Sako has over 13 years of experience in preparing and managing air quality and climate change analyses, performing ambient air quality impact analyses and health risk assessments (HRAs) for CEQA and NEPA documents, and providing air quality permitting and compliance support. He is an expert at using current air pollutant dispersion and emissions modeling programs such as AERMOD, HARP, and CalEEMod. In addition to Mr. Sako's extensive air quality and GHG experience, he is experienced in acoustical/noise modeling, and preparing risk management plans (RMPs) and offsite consequence analyses (OCAs) for hazardous substances.

Relevant Experience

Air Quality & GHG Analyses: Mr. Sako has conducted numerous air quality and GHG analyses that have withstood legal and public scrutiny for a variety of residential, commercial, industrial, institutional, and infrastructure projects. Representative projects include the Academy Museum of Motion Pictures Project located on the LACMA Campus in Los Angeles, the LAX West Maintenance Airfield Area Project, Gregory Canyon Landfill project in San Diego County, the Newhall Ranch EIR/EIS in the Santa Clarita Valley, the Yorba Linda Town Center Specific Plan EIR and Housing Element EIR, and several projects in Marina del Rey. Mr. Sako worked with the California Air Resources Board to certify the first mixed-use project – at 8150 Sunset Boulevard – in the State as an Environmental Leadership Project demonstrating no net increase in GHG emissions. Mr. Sako has also conducted numerous air quality and GHG analyses for institutional uses including, Loyola Marymount University, CSU East Bay Hayward, the four UC schools, and the UCD School of Medicine.

Health Risk Assessments: Mr. Sako has performed HRAs for a wide range of projects, clients, and emission sources, such as short- and long-term construction activities, industrial facilities, gas turbines/power generating equipment, and diesel trucks/ transportation refrigeration units (TRUs). He is also experienced in assessing impacts on locating sensitive receptors (e.g., new residential developments) near existing sources of emission, such as freeways. Representative project experience includes the Remedial Action Plans (RAPs) for the Ascon landfill site in Huntington Beach and the former Kast Property Tank Farm in Carson, a Wal-Mart Distribution Center project in Barstow, a proposed school facility adjacent to SR-23 in Ventura County, and a residential project adjacent to SR-91 in Yorba Linda. In addition, Mr. Sako has developed RMPs and OCAs for anhydrous ammonia at the Wellhead Electric Company (WEC) power facility in Panoche, California and the Tapia Water Reclamation Facility near Calabasas.

Mr. Sako has provided air quality support for WEC, specifically an Ambient Air Quality Impact Analysis, HRA, and the South Coast AQMD Authority to Construct

permit for a new WEC “peaker” gas turbine power plant in Colton, California. He has also assisted with the preparation of Title V permits for wineries in the San Joaquin Valley and for Tinker Air Force Base in Oklahoma.

Audrey Vinant-Tang

Assistant Engineer

EDUCATION

B.S., Environmental Science and Engineering, University of California, Los Angeles

2 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

Audrey Vinant-Tang is an engineer with experience and comprehensive knowledge of air quality, greenhouse gas (GHG) emissions, and noise. She possesses advanced skills in technical writing, scientific literature review, as well as air quality and noise field data collection skills. Her technical expertise includes the performance of air impact analyses, roadway (mobile source) dispersion modeling, AERMOD dispersion modeling for construction and operations, and health risk assessments (HRAs). Ms. Vinant-Tang has also assisted in the preparation of Caltrans' project documentation which includes air quality conformity analyses and noise studies.

Relevant Experience

Air Quality and Greenhouse Gas Analysis: Ms. Vinant-Tang has conducted numerous air quality and GHG analyses for residential, commercial, industrial, institutional, and infrastructure projects to support various levels of CEQA documents. She is experienced in ambient air quality impact assessments (AQIAs) and GHG "business as usual" calculations for projects throughout California. Her representative projects include the Academy Museum of Motion Pictures in Los Angeles, the 5750 Hollywood Mixed-Use Project, the Hermosa Beach General Plan, The Culver Studios, and the proposed UTC Warner Center Project.

Health Risk Assessments: Ms. Vinant-Tang has performed HRAs using the most recent Office of Environmental Health Hazard Assessment (OEHHA) methodology and the Health and Air Research Program (HARP) risk assessment model. She has prepared HRAs for a wide range of projects, clients, and emission sources, such as short- and long-term construction activities, including several EPA Superfund sites, including the ASCON Landfill in Huntington Beach and the Kast Tank Farm property in Carson.

Modeling: Ms. Vinant-Tang regularly performs air quality modeling, quantifying and analyzing air quality and GHG impacts using software such as the California Emissions Estimator Model (CalEEMod), a statewide land use project emissions model that quantifies criteria pollutant and GHG emissions, and the AERMOD Atmospheric Dispersion Modeling System. She also has experience using emissions inventory models, such as EMFAC.

Noise and Vibration Analysis: Ms. Vinant-Tang performs noise measurement collection, processing noise/sound data, and modeling noise impacts at sensitive uses from roadway mobile sources as well as stationary construction sources. She has performed this analysis for various projects for the cities of Los Angeles, Beverly Hills, and Chino. She has also modeled open-air amphitheater noise

attenuation for projects including the Mt. Palomar Winery resort in Riverside County. Ms. Vinant-Tang has also conducted noise analyses using TNM for Caltrans District 8 on the I-10/Pepper Avenue project.

Carleen Sawires

Senior Scientist

EDUCATION

B.S., Physics, University of California San Diego, La Jolla, California

B.S., Political Science, University of California, San Diego, La Jolla, California

20 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Certification, Hazardous Materials Management Technology, University of California, Los Angeles

PROFESSIONAL AFFILIATIONS

[insert text]

AWARDS

[insert text]

Carleen Sawires has worked in the field of environmental consulting for more than 20 years. Ms. Sawires has prepared numerous air quality impact analyses and greenhouse gas (GHG) emissions studies, environmental reports in accordance with CEQA, NEPA, and various federal agency regulations for implementing NEPA. Ms. Sawires possesses advanced skills in technical writing, scientific literature review, as well as air quality analysis. She also has extensive expertise with modeling tools including CalEEMod and URBEMIS.

Relevant Experience

Air Quality/Climate Change: Ms. Sawires has prepared and assisted with numerous air quality and greenhouse gas emissions studies for CEQA/NEPA documents. She has conducted modeling and researched air quality/GHG rules, regulations, and programs unique to specific land uses/practices. She has applied this to various PCR projects including: airports, transportation/goods movement, residential and mixed use development, master plans, marinas, vineyards/wineries, equestrian centers, power plants, landfills, and farms.

Modeling: Ms. Sawires conducts air quality modeling, quantifying and analyzing air quality and GHG impacts using software such as the California Emissions Estimator Model (CalEEMod), a statewide land use project emissions model that quantifies criteria pollutant and GHG emissions and Urban Emissions Environmental Management Software (URBEMIS 2007).

CEQA/NEPA Documentation: Ms. Sawires has prepared numerous EIRs, Environmental Assessments, EISs, and MNDs for a variety of clients such as Los Angeles World Airports, the City of Los Angeles, and U.S. Air Force. She analyzed proposed projects for potential impacts to the environment and proposed mitigation measures where necessary for many different impact areas. These areas included air quality, GHGs, land use, earth resources, public services and utilities, energy resources, hydrology and water quality, groundwater resources, socioeconomics and visual resources. In addition, she prepared technical sections (earth resources, water resources, land use, and aesthetics) for an Evolved Extendable Launch Vehicle EIS. As part of her work on this project, Ms. Sawires analyzed impacts due to project implementation and recommended mitigation measures to reduce potential impacts.

Additional Project Experience: Ms. Sawires' project experience includes air quality and GHG CEQA report preparation for the West Aircraft Maintenance Area Project at Los Angeles International Airport. She has also performed research and prepared the CEQA/NEPA documents for Pasadena Water & Power's Glenarm

Power Plant Repowering project, the Gregory Canyon Landfill EIS and City of Fontana's Westgate Specific Plan EIR. She also helped prepared the Air Quality Impact Assessment for the Riverside County Wine Country Community Plan.

Everest Yan

Senior Engineer

EDUCATION

B.S., Chemical Engineering (Environmental Emphasis), University of Southern California, Los Angeles

12 YEARS EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Engineer-In-Training (EIT)

PROFESSIONAL AFFILIATIONS

Air & Waste Management Association

SOFTWARE MODELS

EMFAC

CALEEMOD

OFFROAD

MOBILE6/MOVES

AP-42 Emission Factors

EDMS

CALINE4/CAL3QHC

ISCST3/AERMOD

HARP

USEPA EMSOFT

USEPA ProUCL

Everest Yan is an engineer with over 12 years of experience and a comprehensive knowledge of air quality and noise. His technical expertise is in conducting air impact analyses using emissions inventory models, roadway (mobile source) dispersion modeling dispersion modeling for construction and operations. Mr. Yan has also performed extensive work for Caltrans' projects which include conformity analyses and air quality technical reports to calculate GHG emissions.

Relevant Experience

Air Quality Analysis: Mr. Yan has managed and performed air quality analyses for mobile source emissions for numerous projects such as the Fontana Westgate Specific Plan and 5750 Hollywood, requiring CEQA compliance. In addition to the standard tools, he has also created customized applications to perform analyses too complex for standard tools such as determining specific fleet mix for local segments of roadways based on vehicle size, temporal distribution and speed. Such tools are based on existing EMFAC methodology, using Caltrans Performance Measurement System (PeMS) data.

Additional CEQA experience includes technical sections of CEQA for the ASCON Landfill, the City of Vernon Housing Element, the UTC Warner Center Project, and the Gregory Canyon Landfill.

Mr. Yan has performed health risk assessments (HRAs) for projects with the potential of placing sensitive uses near hazardous or carcinogenic emission sources such as roadways (diesel particulate) and industrial source using the most recent Office of Environmental Health Hazard Assessment (OEHHA) methodology and HARP. He has also performed HRAs for the ASCON Landfill Site which required specialized analysis using the USEPA EMSOFT model for volatile emissions and USEPA ProUCL software for statistical analysis.

Environmental Monitoring: Mr. Yan is well-versed in performing various monitoring activities, including air quality, vibration, and water quality monitoring. He performed real-time monitoring of dust and vibration during construction activities for the Beverly Hilton project. The real-time nature of the monitoring allows for results to be analyzed identifying potential exceedances of thresholds as they occur. His additional air quality monitoring experience has ranged fieldwork to data formatting and analysis in industrial and urban environments. Relative to water quality, Mr. Yan has performed monitoring through grab and composite sampling.

Ha Chung

Assistant Engineer

EDUCATION

B.S., Environmental Science, University of California, Los Angeles

2 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

Ha Chung is an assistant engineer with experience in air quality, greenhouse gas (GHG), and noise analysis. He has been involved in the preparation and refinement of Environmental Impact Report (EIR) and Mitigated Negative Declaration (MND) air quality, GHG, and noise sections and used emissions models such as the California Emissions Estimator Model (CalEEMod), the California Air Resources Board's mobile source emission inventory EMFAC2011, and has received AERMOD training.

Relevant Experience

Impact Analysis: Mr. Chung has served the Air Quality, Climate and Acoustics Division with the necessary research, support, modeling, analysis, and section updates and review for a variety of project types. Projects are characterized by large-scale mixed-use developments (Rocketdyne redevelopment project in the Warner Center Community of Los Angeles), high-profile site contamination projects (Kast Tank Farm Remediation project), raw land development (Aidlin Hills residential development in northern Los Angeles County), and urban infill projects (LUX Hotel in Downtown Los Angeles).

Modeling: Mr. Chung regularly performs air quality modeling, quantifying and analyzing air quality and GHG impacts using software such as CalEEMod, a statewide land use project emissions model that quantifies criteria pollutant and GHG emissions, and the AERMOD Atmospheric Dispersion Modeling System. He has also performed air quality analysis for mobile source emissions for California Environmental Quality Act (CEQA) projects using CARB's EMFAC and the Caltrans Performance Measurement System PeMs data.

Monitoring: Mr. Chung performed the long-term air quality monitoring to assess the particulate matter (PM) concentration association with the construction of the 9876 Wilshire project. He maintained, operated, and calibrated the Dusttrak air monitors to accomplish the PM concentration assessment and also performed wind-rose analysis using the collected meteorological data. He also performs monitoring for ambient noise, construction, and roadway impacts. Mr. Chung performs noise measurement collection, processing noise/sound data, and modeling noise impacts at sensitive uses from roadway mobile sources as well as stationary construction sources. He was responsible for installation and use of noise and vibration monitors and analysis of the data collected for the Warner Center Rocketdyne redevelopment and the 5955 De Soto Mixed-Use project

Kyle Kim, Ph.D.

Senior Engineer

EDUCATION

Ph.D., Architectural Acoustics, University of Florida, Gainesville, Florida

M.S., Architectural Studies, University of Florida, Gainesville, Florida

B.E., Building Equipment System, Kyungwon University, Korea (Mechanical Engineering equivalent)

14 YEARS EXPERIENCE

Kyle Kim has 14 years of professional and academic experience in architectural and environmental acoustical consulting for various uses, including corporate campuses and office buildings, schools, medical facilities, religious institutions, residential, entertainment, and infrastructure. Dr. Kim is skilled in the analysis of potential environmental impacts of noise and vibration as well as in the design response, sound wall, sound isolation, and noise control for sound generated by mechanical systems, transportation, aircraft, and weapons. He provides architectural acoustics design including room and building acoustics, reverberation measurements, data analysis, and heating, ventilation and HVAC systems.

Relevant Experience

General Development Projects: Dr. Kim has performed environmental acoustics analyses for numerous projects throughout Southern California and the United States. He prepares noise studies to support CEQA and NEPA documents as well as stand-alone technical reports, each including mitigation measures, noise and vibration monitoring, and design modifications. He has provided such services for well-known projects such as the Getty Villa Outdoor Theater, the Hollywood Palladium, 10000 Santa Monica Boulevard, Rowland Heights Plaza & Hotel, the Huntington Education & Visitor Center Project, and Loyola Marymount University.

Infrastructure: Dr. Kim has an impressive portfolio of infrastructure-related projects ranging from a single cell tower to an expansive landfill. He has completed peer reviews of Noise Study Reports as a part of PCR's on-call arrangement with the San Bernardino Associated Governments, and prepared the noise studies for the proposed Cesar Chavez Roundabout Improvement Project in Los Angeles, the Verizon Wireless Facility in Monrovia, train noise impacts on an LAUSD school, and the Town of Mammoth Lakes Trails Master Plan EIR. His waste management work includes the proposed Gregory Canyon Landfill in San Diego County, the Recycling Facility for Republic Compton, and the East L.A. Recycling and Transfer Station.

Entertainment & Special Uses: Dr. Kim has been called upon to address acoustics and mitigation design for a variety of entertainment and special uses. Projects include the Disney Beach Club Villas Bike Week in Daytona Beach, the Okinawa Camp, and the Federal Law Enforcement Training Center Firing Ranges Noise Study, the Fantasy Harbor Theme Park, and the potential Expo Line train noise impact on an IMAX Theater, the Lantana Campus, and a Recording Studio on Olympic Boulevard.

Architectural Acoustics Analyses: Dr. Kim has performed noise isolation and noise control for the Beverly Wilshire Office Building, Symantec Office in Culver City Development, and Coldwell Banker in West Los Angeles.



Mr. Bhattacharjee is a Co-Founder and Principal at Translutions. His primary responsibilities are to prepare technical analyses of land development and transportation infrastructure projects, including comprehensive traffic impact analyses, traffic operations analyses, and parking studies. Mr. Bhattacharjee has worked in the Southern California region for over twelve years.

He is well versed in rules and regulations in the five-county SCAG region. Mr. Bhattacharjee has led teams preparing traffic studies and multimodal analyses for various types of projects. Mr. Bhattacharjee has extensive experience in preparing defensible transportation analysis for inclusion in CEQA documents. Since the passage of SB-375 and AB-32, Mr. Bhattacharjee has been involved in Green House Gas reduction strategies including facilitation of transit, complete streets implementation, and vehicle trip reduction strategies. Mr. Bhattacharjee is an expert in traffic analysis methodologies including HCM2000, HCM2010, Circular 212 and ICU.

Mr. Bhattacharjee teaches a graduate course in Urban Transportation Planning and Management at the Sol Price School of Policy, Planning, and Development in the University of Southern California. Mr. Bhattacharjee also hosts Synchro & Traffic Analysis Workshops at USC.

LICENSES/CERTIFICATIONS

American Institute of Certified Planners (AICP): Membership Number 019936
Professional Engineer, California, License Number C81872

EDUCATION

University of Southern California (USC),
Master of Planning, 2003.
Indian Institute of Technology, Kharagpur,
India. Bachelor of Architecture (Honors), 2001.

EXPERTISE

California Environmental Quality Act
Global Climate Change Strategy
Transportation Planning
Traffic Impact Assessment
Traffic Simulations
Site Access Analyses
Transit Oriented Development
Access Management and Site Design
Parking Studies
Roadway Widening and Realignment Studies
Campus Design and Non-Motorized Circulation

EXPERIENCE

Adjunct Faculty, Price School of Policy, Planning & Development, USC, 2008–Present
Associate, LSA Associates, Inc., Riverside, California, October 2003–January 2014.
Contract Planner, City of South Pasadena, California, June 2002–October 2003.

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)
Building Industry Association (BIA)

REPRESENTATIVE PROJECTS

City of Pico Rivera General Plan Traffic Impact Analysis, City of Pico Rivera, Los Angeles County

Translutions prepared the General Plan Update Traffic Impact Analysis and Circulation Element. The analysis was based on the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP) Model. The Traffic Impact Analysis evaluated intersections and roadways in the City of Pico Rivera for multimodal operations and help develop a circulation system to support the proposed land use element. Mr. Bhattacharjee is the Principal in Charge.

Lynwood Transit Area Strategic Plan, City of Lynwood, Los Angeles County

Translutions is working on providing strategies for traffic and transportation evaluation for the Lynwood Transit Area Strategic Plan. The Strategic Plan is funded by a Metro TOD Planning Grant, and the purpose of the Strategic Plan is to provide policy direction and guidance to develop the Long Beach TOD area of Lynwood. The Strategic Plan will provide the general vision and broad policy concepts to guide development as well as define the capacity and design of needed public improvements and infrastructure. The main features of the Strategic Plan will be (a) policies and implementation measures to ensure connectivity, consistency, and integration of new development within existing land use designations, specifically the City's older, more established residential neighborhoods; and, (b) a conceptual framework for modifying existing infrastructure to integrate the Metro Green Line Long Beach Transit Station Area, the I-105 Freeway on and off-ramps, and Long Beach Boulevard to capture development opportunities, ease transit connections, and develop a more sustainable and pedestrian-oriented community. Mr. Bhattacharjee is the Principal in Charge.

Renaissance Specific Plan, City of Rialto, San Bernardino County

The project is an amendment to the Renaissance Specific Plan which involves a redevelopment project for the reuse of the Rialto Airport site. The project includes approximately 1,500 acres with approximately 1,250 residential units, 15 million square feet of industrial-warehouse uses, 600,000 square feet of office uses, 1.25 million square feet of retail uses, 27 acres of parks and other open spaces, and an elementary school. In addition to preparing a traffic impact analysis, Translutions was also contracted to conduct a preliminary analysis that examined and compared the amended specific plan with the approved specific plan. An in-depth internal trip capture rate was developed using the San Bernardino Traffic Analysis Model (SBTAM) to explain the interaction of trips between the office, commercial, and residential uses of the proposed project. To segregate truck traffic from passenger car and pedestrian uses, the roadway design and connectivity was redesigned to restrict trucks on some roadways within the project area to develop the most efficient traffic network. A special analysis as well as a simulation of the Alder Avenue and Ayala Avenue interchanges to SR-210. Interim improvements to improve traffic operations at the Alder and Ayala interchanges were also evaluated as part of the analysis. Mr. Bhattacharjee is the Principal in Charge.

Rancho Santa Margarita Bridge, City of Rancho Santa Margarita, Orange County

Translutions is working with the City of Rancho Santa Margarita and assisting the Engineering Team on the Rancho Santa Margarita Bridge Hinge Replacement Project. Translutions will prepare a Construction Traffic Impact Analysis and Transportation Management Plan. This project is a Caltrans Local Assistance project. Translutions' role in this project is to identify strategies to minimize impacts to automobile, pedestrian, and bicycle traffic as well as to the nature trails in the area during construction. Translutions is evaluating signal timing and unobtrusive strategies to keep traffic moving during construction. Mr. Bhattacharjee is the Principal in Charge.

Harmony Specific Plan, City of Highland, San Bernardino County

Translutions is advising the project development team for the Harmony Specific Plan to achieve the new Title 24 requirements in terms of Greenhouse Gas reductions as well as acting as the project manager for the preparation of a Traffic Impact Analysis for the Harmony Specific Plan. The Specific Plan includes approximately 3,800 single family residences, associated public infrastructure, an elementary school, and various retail pads. The primary objective of the analysis was to define a circulation system that supports the development anticipated in the Specific Plan, and identification and implementation of transportation mitigations. As part of this project, Translutions is working with the planning, engineering, and teams as well as the City to evaluate off site traffic impacts as well as develop the internal circulation network with respect to complete streets and low impact development statutes. Translutions recommended complete streets strategies and traffic calming measures, and evaluated traffic operations at 15 roundabouts proposed along major arterials within the development. A Synchro analysis and simulation for the SR-210/Greenspot Road interchange, as well as the entire stretch of Greenspot Road which could potentially have impacts on the interchange operations. Based on the analysis, short term and long term improvements as well as signal timing plans were identified to improve traffic operations along the corridor. Mr. Bhattacharjee is the Principal in Charge.

North Haiwee Dam Construction Impact Analysis, Inyo County

Translutions is working on the construction traffic impact analysis for the proposed North Haiwee Dam 2 Project for the Los Angeles Department of Water & Power. The project is located in the Owens Valley area of Inyo County. Translutions' is helping LADWP identify self-mitigating strategies to minimize traffic impacts during construction of the project. In addition to evaluating impacts on roadway capacity, Translutions is also assisting in identifying effects on other transportation issues such as speed differentials, left turn stacking evaluation, sight distances, etc. Mr. Bhattacharjee is the Principal in Charge.

FREEWAY, INTERCHANGE AND BRIDGE REPLACEMENTS

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

Prior to joining Translutions, Mr. Bhattacharjee was the task lead for the traffic operations analysis for the I-5 widening project. The project consists of widening I-5 to accommodate High Occupancy Vehicle (HOV) lanes and or general purpose lanes. The study area was the entire stretch of the I-5 freeway between I-605 and SR-60. The report is currently being conducted and includes current traffic counts, forecasts and operational analyses for seven design alternatives on traffic flow and circulation along the freeway mainline, the HOV lanes, the freeway ramps, and 150 intersections.



Ms. Chausalkar is a Co-Founder and Principal at Translutions. Her primary responsibilities are to prepare technical analyses of land development and transportation infrastructure projects, including comprehensive traffic impact analyses, traffic operations analyses, preliminary design, and parking studies. Ms. Chausalkar has experience in both transportation planning and transportation engineering projects in the Southern California region.

REPRESENTATIVE PROJECTS

Lynwood Transit Area Strategic Plan, City of Lynwood, Los Angeles County

Translutions is working on providing strategies for traffic and transportation evaluation for the Lynwood Transit Area Strategic Plan. The Strategic Plan is funded by a Metro TOD Planning Grant, and the purpose of the Strategic Plan is to provide policy direction and guidance to develop the Long Beach TOD area of Lynwood. The Strategic Plan will provide the general vision and broad policy concepts to guide development as well as define the capacity and design of needed public improvements and infrastructure. The main features of the Strategic Plan will be (a) policies and implementation measures to ensure connectivity, consistency, and integration of new development within existing land use designations, specifically the City's older, more established residential neighborhoods; and, (b) a conceptual framework for modifying existing infrastructure to integrate the Metro Green Line Long Beach Transit Station Area, the I-105 Freeway on and off-ramps, and Long Beach Boulevard to capture development opportunities, ease transit connections, and develop a more sustainable and pedestrian-oriented community. Ms. Chausalkar is the Project Manager.

City of Pico Rivera General Plan Traffic Impact Analysis, City of Pico Rivera, Los Angeles County

Translutions is working on the General Plan Update Traffic Impact Analysis and Circulation Element. The analysis will be based on the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP) Model. The Traffic Impact Analysis evaluated intersections and roadways in the City of Pico Rivera for multimodal operations and help develop a circulation system to support the proposed land use element. The LOS analysis is being conducted using Synchro software. Ms. Chausalkar is the Project Manager.

City of Fontana Traffic Impact Analysis Policy, City of Fontana, San Bernardino County

The City of Fontana's current Traffic Study and Report Policy was last updated in March 2000 and does not address recent CEQA requirements or the passage of the SANBAG Nexus Study. Translutions is working with the City of Fontana to prepare the City's Traffic Impact Analysis Guidelines. Ms. Chausalkar is the Project Manager and primary researcher regarding the Mitigation Fee Act (Government Code 66000, et. seq.).

LICENSES/CERTIFICATIONS

Engineer in Training (EIT)

EDUCATION

University of Southern California (USC),
Master of Planning, 2003.

University of Southern California (USC),
Master of Transportation Engineering, 2004.

L.D. College of Engineering, Gujarat,
India. Bachelor of Engineering, 1998.

EXPERTISE

Transportation Planning
Traffic Impact Assessment
Site Access Analyses
Parking Studies
Transit Studies and Strategic Plan
Preliminary Roadway Design
Air Quality & Climate Change

EXPERIENCE

Transportation Engineer, Moffatt & Nichol,
Long Beach, 2008– 2010.
Transportation Planner, IBI Group, Irvine,
2005– 2008.
Transportation Intern, Los Angeles Metro,
Los Angeles, 2002– 2003.
Research Assistant, Urban Transportation
Center, USC, Los Angeles–2004.
Product Executive, Rolta India Limited, India,
1999–2001.
Research Assistant, Indian Space Research
Organization (ISRO), India, 1998–1999.

REPRESENTATIVE PROJECTS (Continued)

Rancho Santa Margarita Parkway Bridge Hinge Replacement, City of Rancho Santa Margarita, Orange County

Translutions is working with the City of Rancho Santa Margarita and assisting the Engineering Team on the Rancho Santa Margarita Bridge Hinge Replacement Project. Translutions will prepare a Construction Traffic Impact Analysis and Transportation Management Plan. This project is a Caltrans Local Assistance project. Translutions' role in this project is to identify strategies to minimize impacts to automobile, pedestrian, and bicycle traffic as well as to the nature trails in the area during construction. Translutions is evaluating signal timing and **unobtrusive** strategies to keep traffic moving during construction. Ms. Chausalkar is the Project Manager.

North Haiwee Dam Construction Impact Analysis, Inyo County

Translutions is working on the construction traffic impact analysis for the proposed North Haiwee Dam 2 Project for the Los Angeles Department of Water & Power. The project is located in the Owens Valley area of Inyo County. Translutions' is helping LADWP identify self-mitigating strategies to minimize traffic impacts during construction of the project. In addition to evaluating impacts on roadway capacity, Translutions is also assisting in identifying effects on other transportation issues such as speed differentials, left turn stacking evaluation, sight distances, etc. Mr. Bhattacharjee is the Principal in Charge.

Bloomington Business Center, County of San Bernardino

Ms. Chausalkar is the Principal in Charge for this focused traffic study to assess the potential circulation impacts associated with the development of a high cube warehouse to be located in the Bloomington area of Unincorporated San Bernardino County. Since this project includes a General Plan amendment, Ms. Chausalkar used the San Bernardino Traffic Analysis Model (SBTAM) to forecast traffic volumes for this project. In addition to the traffic impact analysis, Translutions is also assisting the client to design access to the project. Ms. Chausalkar is also the QA/QC lead for the preparation of the Air Quality and Global Climate Change analysis for this project.

City of Pico Rivera: Kruse Road Feasibility Study and Development Plan, Southern California Association of Governments

Ms. Chausalkar is the Project Manager for the City of Pico Rivera: Kruse Road Feasibility Study and Development Plan. This project is part of the SCAG Sustainability Planning Grant program. Translutions is part of a multi-disciplinary team of consultants for this project. Translutions' role is to evaluate traffic as well as pedestrian and bike operations and identify potential land use changes and their impacts on the transportation system.

Frito Lay Air Quality and Global Climate Change Analysis, City of Rancho Cucamonga, San Bernardino County

Ms. Chausalkar is the Principal in Charge for the Frito Lay Air Quality and Global Climate Change Analysis. This facility is Frito Lay's largest production facility in the United States and supplies products throughout the Country. The proposed modifications include high levels of automation and potential increase in production for the plant. South Coast AQMD standards will be used in this analysis. Vehicle Miles Traveled (VMT) data from the SBTAM will be used to identify potential greenhouse gas emissions. This project and the work being conducted by Translutions is especially relevant because of the potential changes to CEQA metrics to VMT.

Diamond Bar Retail, City of Diamond Bar, Los Angeles County

Ms. Chausalkar was the project manager for the Diamond Bar Retail project. This project involved the construction of a Starbucks Coffee in an existing Shopping Center with a Target Supercenter. Ms. Chausalkar prepared a trip generation comparison memo and a Specific Plan consistency analysis for this project.

Paulk Winery Trip Generation Study, Wine Country Area, Riverside County

Ms. Chausalkar is the project manager for the Wine Country Paulk Winery Trip Generation Analysis. At the request of the County of Riverside and the Client, Translutions is preparing a trip generation evaluation based on small wineries in the area. This data will be