

CITY OF POMONA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and DUDEK, an employee owned company, with its principal place of business at 605 Third Street, Encinitas, CA 92024 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional CEQA preparation consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional CEQA preparation consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional CEQA preparation consulting services for the "City Stable Facility," Project No. 428-2590-XXXXX-71054 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional CEQA preparation consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The Consultant shall complete the Services in a diligent and efficient manner. Final expiration of this Agreement shall be at the end of the warranty period following the City issues to Consultant a Notice of Completion.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Nichole Cobleigh, Senior Project Manager.

3.2.5 City's Representative. The City hereby designates Chris Diggs, Water Resources Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Nichole Cobleigh, Senior Project Manager, or his/her designee, to act as its representative for the

performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more

broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property

damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(E) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(F) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(G) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(H) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the

insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.3 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.4 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.6 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.2.11.8 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.10 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.11 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement,

to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws,

regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Ninety Seven Thousand One Hundred Twenty Dollars (\$197,120) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the

requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered

to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	DUDEK 605 Third Street Encinitas, CA 92024 ATTN: Nichole Cobleigh, Senior Project Manager
City:	City of Pomona 148 N. Huntington Street Pomona, CA 91768 ATTN: Chris Diggs, Water Resources Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the

undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement

shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared

invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF POMONA AND DUDEK

CITY OF POMONA

DUDEK

By: _____
James Makshanoff
City Manager

By: _____
Frank Dudek
Chief Executive Officer

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

1 Project Background and Approach

Project Background

The Mitigated Negative Declaration (MND) prepared for the Project, without the Stable incorporated with it, evaluated the remediation of contamination associated with a former manufactured gas plant (MGP) followed by construction of a new, consolidated water and wastewater operations corporate yard facility on the site of the existing corporate yard facility, located at 148 North Huntington Street in the City of Pomona. Since adoption of the MND and approval of the project, remediation is underway and the City Council has requested that Pomona Stables, located east of the project site, be relocated and reconstructed and incorporated onto the Corporate Yard site. The original design of the Corporate Yard project will be modified to accommodate the incorporation of the reconstructed Pomona Stables onto the project site. As such, the City is embarking on an environmental review in support of this change to the project description.

Project Approach

City will provide design documentation for incorporation in the architectural drawings and specifications and will have an architect support the construction phase of the project, including:

- Field work and initial building documentation;
- Design guidelines and sample drawings for reconstruction and incorporation of salvaged materials based on the form, features, and detailing of the original building;
- Protection and removal plans for salvaged materials;
- Treatment specifications for salvaged materials;
- Review of design development drawings;
- Review of construction implementation and response to requests for information (RFIs); and
- Site observations during construction.

City's architect will, in coordination with Consultant, and any other resources deemed necessary by City to provide compliance oversight, including:

- Field work and memo identifying the Character Defining Features (CDF's);
- Background historic research and documentation;
- Review of design development drawings;
- Memo of compliance of the construction documents with Standards;
- Memo of compliance for construction; and,
- Signage Plaque documenting compliance with Standards for the building.

Consultant shall complete an Environmental Impact Report (EIR) to analyze Project impacts to historical resources associated with the reconstruction and relocation of the NRHP-listed Pomona City Stable building. According to the State Office of Historic Preservation:

Relocation of an historical resource may constitute an adverse impact to the resource. However, in situations where relocation is the only feasible alternative to demolition, relocation may mitigate below a level of significance provided that the new location is compatible with the original character and use of the historical resource and the resource retains its eligibility for listing on the California Register (14 CCR § 4852(d)(1)).

In addition to analyzing the project as proposed, alternatives to relocation/reconstruction of the Stables building will be analyzed in the EIR in order to demonstrate that relocation/reconstruction is the only feasible alternative to demolition.

2 Scope of Work

Task 1 Historical Resources Conformance Review

The following tasks shall be completed by Consultant in support of the Conformance Review analysis to be integrated into the EIR prepared for the proposed project.

Task 1.1 Survey

Consultant's architectural historians will survey the Stables building, taking detailed notes and photographs of character defining features, spatial relationships, alterations, integrity concerns, and the overall existing conditions of the property. Interior access is desired, but only if the building is safe to occupy. The architectural historians will also survey the area proposed for relocation in order to assess existing conditions of the proposed relocation site. The survey will require no more than two (2) architectural historians working no more than one field day to complete.

Task 1.2 Report Summarizing Significance and CDFs

Following the survey, Consultant will conduct background research to supplement the original NRHP nomination form in order to summarize the significance of the Stables building under NRHP Criteria A and C. Consultant will also compile a detailed list of all Character Defining Features (CDFs) that help the property to convey its significance under both Criteria. This document will be used as a road map to identifying what elements/features/materials need to be protected, salvaged, recreated, etc. as part of the proposed reconstruction process. This document will be shared with the City's architect team as part of the process of developing plans for the reconstruction, and considering the most significant aspects of the building. This document will also be used to help satisfy the written data component of Task 1.5.

Task 1.3 Document Review and Coordination with Other Consultants

Consultant shall coordinate with the City's architect team in order to facilitate analysis of project impacts to historical resources in the Subsequent EIR. It is important that Consultant's

architectural historian be involved/review all proposed project activities with respect to historical resources in order to help the project reach a finding of a less than significant impact to historical resources, and ensure conformance with the Standards. Consultant shall review and comment on all architect documents prior to finalization. This includes any design plans, treatment plans, assessments of historical significance, conformance reviews with the Standards, etc. A reasonable amount of hours for a qualified Consultant architectural historian to participate in meetings and phone calls with the City and its consultants shall be made available.

Task 1.4 Conformance Review for Reconstruction

Once the City, Consultant, and the architect team reach a consensus on the proposed reconstruction design and plans, Consultant will prepare a conformance review memorandum that formally documents the project's conformance with the Standards for Reconstruction (assuming conformance will be achieved). The memorandum will include mitigation, as needed, to keep the project's reconstruction impact below a level of significance. We assume no more than one (1) draft and one (1) final version of the memo will be required.

Task 1.5 Archival Documentation and Photography of the Stables

Prior to reconstruction/relocation, Consultant may be requested to prepare a Historic American Building Survey (HABS)-level archival and photographic documentation of the Stables building. Given that the property will no longer maintain its original location, only a portion of its original materials, and will be essentially demolished and reconstructed, it is essential to document the building with detailed photographs prior to its reconstruction. If determined by City this Task is necessary, Consultant shall provide the described services identified within this Task.

Photography

Consultant will retain the services of professional photographer experienced in preparation of HABS photographic documentation. In accordance with the Secretary of the Interior's Guidelines for Architectural and Engineering Documentation (1983) and for Level I documentation, photography will consist of 4" x 5" large format, fully captioned photographs that clearly depict the appearance of the building and areas of significance. Prints shall accompany all negatives and a duplicate set of photos shall be prepared with a scale stick. Consultant assumes a maximum of 30 large format, black and white film views will be taken.

Written Data

Consultant shall prepare written data for the Stables building consistent with the requirements of the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation. This historical narrative will include two parts: 1) historical information regarding the building's physical history and historic context; and 2) architectural information regarding the building's architectural character and condition. Consultant shall prepare the written narrative using primary and secondary source information. A detailed bibliography of all sources consulted will be included at the end of the report. Note that much of this will overlap with Task 1.2 to avoid a duplication of efforts.

Prepare HABS Package

Upon completion of the above tasks, Consultant shall prepare the complete HABS package. Photographs will be processed on fiber-based paper, individually labeled in accordance with HABS Standards, and stored in acid-free sleeves. The remaining components of the HABS package including associated maps, photograph index, historical narrative, and any additional data will be printed on 8.5" x 11" archival bond, acid-free paper. The complete package will be stored in an acid-free archival quality folder. The final HABS package will be provided to relevant entities, as identified in coordination with the City. Three (3) final HABS packages will be prepared. This scope does not include submission to the Library of Congress (LOC) and does not include preparation of documentation in accordance with LOC archival standards. However, upon request by City, the final HABS package will be offered to the LOC as a donation.

Guidelines:

- Consultant is responsible for obtain all original plans, blueprints, documents, etc. needed to complete the reconstruction.

- Consultant is responsible for developing a protection plan for portions of the building that will be relocated/salvaged to be used as part of the reconstructed building.

- City shall review, comment, and approve on all Consultant documents prior to finalization. This includes any design plans, treatment plans, assessments of historical significance, conformance reviews with the Standards, etc.

- Consultant shall require its architectural historian to participate in meetings and phone calls with the City and its consultants at a reasonable level to meet the needs of the Project.

- Three (3) final HABS packages will be prepared. This amount does not include submission to the Library of Congress (LOC), which will be handled by City, and does not include preparation of documentation in accordance with LOC archival standards.

- Consultant's photography estimate is based on past experience with its photographer. If City desires additional photographs, estimates for this additional service will be provided to the City and approved if deemed necessary

- Consultant shall be required to provide three alternatives in the EIR if requested by City.

Task 2 EIR

Task 2.1 Project Initiation and Project Description

At the onset of the project, Consultant will coordinate a project kickoff meeting with representatives from the City. The purpose of the kickoff meeting is to (1) compile the relevant background data and reports, (2) clearly define the proposed project for the purposes of the environmental analysis, (3) begin to compile a list of cumulative projects; (4) receive available technical studies, (5) discuss the project schedule and important assumptions for achieving the schedule, (6) identify all anticipated discretionary actions, (7) establish early communication among various project team members and the protocols for ongoing communication, and (8)

familiarize the Consultant team with the issues and concerns that the City determines to be important issues for analysis in the environmental document.

Upon receipt of available information from the City, Consultant will prepare a comprehensive project description, and will work with the City to establish a detailed description of all construction and operational components of the proposed project to verify that all necessary CEQA analyses can be undertaken based on realistic and defensible assumptions. The project description will also incorporate the overall concept of DTSC's RAW implementation, as the removal of contaminated soil must be completed prior to construction of the proposed project.

The ultimate work product will include a description of the project location and environmental setting; a description of the existing site conditions and land use designations; a description of RAW implementation; and a description of the proposed construction and operational elements of the project. The project description will also include a statement of the proposed project's purpose and objectives, project phasing, responsible and interested agencies, and a list of required permits and approvals. Included within the project description will be graphics to depict the regional and vicinity locations, site plans, and other illustrations to assist the reader in understanding the proposed project. Consultant can assume that once finalized, the project description will remain stable and therefore allow for technical analyses to be initiated.

Task 2.2 Initial Study Checklist/Notice of Preparation

2.2.1 Initial Study Checklist

Consultant will prepare a draft IS/NOP for the proposed project using the City-approved checklist format that is consistent with the procedural and substantive provisions of Sections 15063 and 15082 and Appendices C, F, G, and I of the CEQA Guidelines. The IS/NOP will be used to narrow the focus of the environmental issues addressed in the EIR. It is anticipated that the following CEQA issue areas will be sufficiently analyzed in the IS to allow their scoping out from further analysis in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Geology and Soils
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Wildfire

Consultant will provide the City with an administrative draft IS/NOP in electronic format. Once a consolidated set of review comments have been received from the project team, Consultant will

incorporate all comments and submit (electronically only) a screencheck draft IS/NOP to the project team for final review before preparing the final IS/NOP for public review. It is anticipated that comments received on the screencheck draft IS/NOP will be minimal and mostly editorial in nature. Substantive comments requiring a second round of substantial edits will require an amendment to the budget proposed. A print-ready copy of the final IS/NOP in electronic format (Word and PDF) will be submitted to the project team for approval to print.

2.2.2 Circulate IS/NOP

Once approved and printed, Consultant will distribute the IS/NOP to the State Clearinghouse and responsible agencies, trustee agencies, and any other interested parties pursuant to the mailing list provided by the City. For cost estimating purposes, Consultant may assume a total of 10 hard copies of the IS/NOP will be produced, and a total of up to 200 stand-alone NOP mailers will be sent to surrounding property owners. Consultant will be responsible for transmittal of the final NOP to the Los Angeles County Clerk, along with payment of applicable filing fees. If required, the City will be responsible for publication of the NOP in a local newspaper. To consolidate the overall project schedule, Consultant may begin preparation of the EIR technical studies during the 30-day public review period of the final IS/NOP.

2.2.3 OPTIONAL: Scoping Meeting

In the event that the City elects to hold a public scoping meeting during the 30-day public review period of the IS/NOP, Consultant will attend and facilitate one scoping meeting for the proposed project. At the City's direction, Consultant shall present an overview of the project description and IS and the purpose of the scoping meeting, provide an overview of the CEQA process, and answer questions raised by the public regarding the CEQA process and/or general questions regarding technical and analytic methods. It shall be assumed that the City will coordinate the logistics for the scoping meeting, including reserving a meeting room location, providing translation services, and presentation materials describing or illustrating the project. Consultant will provide relevant meeting materials, including speaker cards, comment forms, and a sign-in sheet. Consultant will take notes regarding the issues raised by commenting individuals that should be addressed in the EIR. Following the scoping meeting, Consultant will provide a scoping meeting summary memorandum that summarizes the general nature of the verbal comments provided at the meeting.

Deliverables

- Administrative draft IS/NOP: 1 electronic copy (Microsoft Word) and PDF
- Screencheck draft IS/NOP: 1 electronic copy (Microsoft Word) and PDF
- Final IS/NOP: 1 printed unbound camera-ready copy; 10 printed bound copies of IS/NOP; 10 CDs
- Production and mailing up to 200 stand-alone NOPs
- Presentation materials for scoping meeting
- Scoping meeting attendance
- Scoping meeting summary memorandum: 1 electronic copy (Microsoft Word)

Task 2.3 Prepare Draft EIR

2.3.1 Administrative Draft EIR

Consultant will prepare an Administrative Draft EIR that will include the project description developed under Task 2.1. The EIR will address the environmental issues in CEQA Guidelines Appendix G. The following is an outline of the content and specific sections to be included in the EIR analysis.

- Table of Contents
- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Project Description
- Chapter 3 – Environmental Setting/Environmental Analysis/Mitigation
 - Section 3.1 – Air Quality
 - Section 3.2 – Biological Resources
 - Section 3.3 – Cultural Resources
 - Section 3.4 – Energy
 - Section 3.5 – Greenhouse Gas Emissions
 - Section 3.6 – Hazards and Hazardous Materials
 - Section 3.7 – Noise
 - Section 3.8 – Transportation
 - Section 3.9 – Tribal Cultural Resources
 - Section 3.10 – Utilities and Service Systems
- Chapter 4 – Cumulative Impacts
- Chapter 5 – Alternatives to the Proposed Project
- Chapter 6 – Other CEQA Requirements
- Chapter 7 – List of Preparers
- Appendices – Technical Resource Documents

Table of Contents. The table of contents will contain a list of EIR contents, including text discussions and lists of tables and exhibits. It will also include a list of appendices that will be attached to the EIR.

Executive Summary. Pursuant to Section 15123 of the CEQA Guidelines, the summary will contain an overview of the proposed project, including a list of required discretionary approvals. The summary will also include a summary of impacts and mitigation measures, known areas of controversy including issues raised by agencies and the public, and a summary of alternatives to the proposed project.

Introduction. The Introduction chapter of the EIR will define the purpose, scope, and legislative authority of the EIR, CEQA requirements, and other pertinent environmental rules and

regulations. This chapter will also describe the EIR process, structure, and required contents, as well as its relationship to other potential responsible or trustee agencies. It will include a description of land use and environmental planning efforts completed to date and how said planning efforts will impact the structure and content of the proposed EIR. This chapter will also describe the type of EIR and level of environmental review envisioned for this document. An overview of the EIR's format, content, and processing requirements will also be provided in this chapter. Finally, a list of documents incorporated by reference will be included, as well.

Project Description. This chapter will draw from the approved project description completed under Task 2 and describe the location of the project within the regional and local context. Per CEQA Guidelines Section 15124, the project description also will include a statement of objectives, a general description of the project's technical, economic, and environmental characteristics. The project description will include a discussion of the intended uses of the EIR and a list of permits and approvals required to implement the proposed project.

Environmental Impact Analysis. Each environmental impact chapter will include the following sections.

- Environmental Setting
- Relevant Plans, Policies, and Ordinances
- Thresholds of Significance
- Methodology
- Impact Analysis
- Mitigation Measures
- Significance After Mitigation
- References

Our approach to evaluating impacts related to each environmental topic to be included in the Draft EIR is summarized below.

Air Quality. Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality assessment. Current air quality conditions and recent trends in the South Coast Air Basin, where the proposed project is located, will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized.

Consultant will estimate criteria air pollutant emissions associated with the construction phase of the proposed project using the California Emissions Estimator Model (CalEEMod). The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and vendor and haul trucks) developed by the Department, and/or standardized approaches. Consultant will then evaluate the significance

of the construction emissions based on the SCAQMD significance criteria. It is assumed that construction of the project can be modeled in one CalEEMod construction run.

Consultant will also assess the proposed project's potential to cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the proposed project activities using the SCAQMD's localized significance thresholds (LSTs). For projects with a total site area of 5 acres or less, the assessment may use a simple "lookup table" approach provided by the SCAQMD. For budgetary purposes, it is assumed that the maximum daily area of disturbance will not exceed 5 acres for each construction phase; therefore, the LST assessment will use the lookup table approach provided by the SCAQMD and the construction emission estimates from CalEEMod. If onsite emissions generated during proposed construction activities would exceed the LSTs, then mitigation measures will be evaluated to reduce project-generated emissions below the LSTs. If mitigation is not available to reduce potential localized impacts, a refined LST analysis using a dispersion model (i.e., the American Meteorological Society (AMS)/EPA Regulatory Model (AERMOD) model) should be performed to more accurately estimate potential impacts to sensitive receptors within 500 meters of the project. This scope of services does not include a refined LST analysis, if later it is determined it is required, Consultant shall provide an estimate for the additional effort.

Due to the nature of the proposed project and the close proximity (approximately 100 feet) of neighboring existing sensitive residential receptors, Consultant will prepare a health risk assessment of the emissions associated with toxic air contaminants (TACs), specifically diesel particulate matter (DPM) from heavy-duty trucks and off-road equipment during short-term construction. This analysis is included in Optional Health Risk Assessment Task.

CalEEMod will also be used to estimate project-generated operational criteria air pollutant emissions associated with energy and area sources. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod for the proposed land uses. Project-specific values will be used in place of CalEEMod default values when available. If on-road vehicular activity is anticipated to increase, Consultant will estimate mobile source (i.e., worker vehicles and heavy-duty trucks) emissions in CalEEMod using the trip generation rates and additional necessary trip characteristics provided in the traffic report to be prepared for the proposed project. The estimated operational emissions will be compared to the significance thresholds established by the SCAQMD. Furthermore, based on the proposed land use, it is not anticipated that operation of the proposed project would require use of stationary sources (e.g., emergency generators). Nonetheless, Consultant can evaluate stationary source emissions and potential health risk under a separate scope and budget if determined to be required.

Consultant will evaluate whether traffic associated with the proposed project could lead to potential exposure of sensitive receptors to substantial localized concentrations of air pollutant emissions, specifically carbon monoxide (CO) "hot spots." The qualitative assessment will be based on the traffic report prepared for the proposed project and applicable screening criteria recommended by the SCAQMD and/or the California Department of Transportation. For budgetary purposes, it is assumed that the study intersections would not exceed the applied screening criteria and a quantitative CO hotspots analysis would not be required.

Additional Appendix G thresholds will also be evaluated, including the potential for the proposed project to expose sensitive receptors to substantial pollutant concentrations, to cause objectionable odors, or to impede attainment of the current SCAQMD air quality management plan.

OPTIONAL: Health Risk Assessment. During construction, DPM from heavy-duty trucks and any onsite off-road equipment would be generated. Consultant shall use AERMOD, which is required by the SCAQMD to conduct dispersion modeling, and CARB's Hot Spots Analysis and Reporting Program Version 2 (HARP2) to calculate the health impacts. Notably, the health impact calculations in HARP2 are based on the Office of Environmental Health Hazard Assessment's Air Toxics Hot Spots Program Risk Assessment Guidelines – Guidance Manual for Preparation of Health Risk Assessments. The dispersion of DPM and associated health risk impacts on sensitive receptors will be determined using AERMOD, HARP2, local meteorological data obtained from the SCAQMD, and the estimated annual average DPM emissions. The maximum cancer risks at the appropriate receptors (e.g., proximate residential receptors) will be tabulated. Cancer risk isopleths (i.e., lines of equal cancer risk) will be plotted on figures showing the project site if the maximum cancer risk exceeds the SCAQMD significance threshold of 10 in one million. The assessment will also include the estimated chronic (long-term) hazard indices due to non-cancer health effects associated with DPM. The hazard indices will be tabulated at the appropriate locations and plotted on figures similar to that showing estimated cancer risks if they exceed the SCAQMD significance threshold of 1.0. If the health impacts exceed the thresholds of significance, we will suggest appropriate mitigation measures to reduce the health impacts. A health risk assessment will be prepared as a technical appendix and a summary of the methodology and results will be provided in the air quality section of the EIR.

Biological Resources. Consultant shall utilize the result of the biological assessments completed in the previously adopted MND to summarize potential biological resources impacts and required mitigation. This scope assumes no site visits or new analysis will be required.

Cultural Resources. Consultant shall prepare a cultural resources EIR section that will summarize the results of the historic resources conformance review process completed under Task 1 as well as the following:

- **Cultural Resources Records Search.** A California Historical Resources Information Systems (CHRIS) records search was previously completed for the Pomona Corporate Yard Project at the South Central Coastal Information Center (SCCIC), which houses cultural resource records for the County. The results of that search will be re-used for the present Project. Additionally, because the previously completed records search was conducted over three (3) years ago, Consultant shall conduct a supplemental records search to capture any additional studies and/or newly identified resources that have been added to the CHRIS record for the proposed Project site and a one-half-(0.5) mile search radius.
- **Native American Coordination.** If it is determined to be necessary, Consultant shall work with the City and complete all required Native American outreach, including a Sacred Lands File Search and Assembly Bill (AB) 52 notification/consultation:

- Sacred Lands File Search and Outreach: A Sacred Lands File Search (SLF) was completed for the Project on August 4, 2016, however, an updated SLF request and tribal outreach to each of the Native American Heritage Commission (NAHC)-listed contacts will be completed to capture comments of any newly added Native American representatives for the proposed Project site. This Native American Contact process is for project informational purposes only and is not compliant with Assembly Bill (AB) 52.
- Assembly Bill (AB) 52: It is anticipated that the proposed Project will be subject to compliance with AB 52, which requires lead agencies to provide tribes (who have requested notification) with early notification of the proposed Project. While AB 52 is a government-to-government process between the CEQA lead agency and California Native American Tribes, Consultant will assist the City with the notification/consultation process and responding to any comment letters, if requested.

Energy. City will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines. The analysis will briefly summarize electricity, natural gas, and petroleum energy sources and the relevant regulatory framework. Based on Appendix G of the CEQA Guidelines, the impact analysis will assess if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The project will be assessed in regards to construction and operational energy consumption, which will be quantified to the extent estimation methods and project-specifics are available. Project electricity (kilowatt-hours, kWh) and natural gas (British thermal units, BTU) usage will be estimated based on project specifics; CalEEMod default values will be used, as appropriate, when project specifics are not available. Petroleum consumption will be estimated using CalEEMod and based on the same equipment and vehicle assumptions assumed in the air quality and GHG emissions analysis. Proposed project elements that would reduce the project's energy demand will be identified in the analysis and quantified as available. Consultant will be provided with the known proposed project sustainable design and energy conservation measures prior to initiating air quality and GHG emissions modeling, as the energy analysis will be prepared consistent with the emissions modeling assumptions.

Greenhouse Gas Emissions. Consultant will utilize the result of the greenhouse gas emissions assessment completed in the previously adopted MND to summarize potential impacts and required mitigation. This scope assumes no site visits or new analysis will be required.

Hazards and Hazardous Materials. The hazards and hazardous materials assessment for the EIR will include:

- Review of federal, state, and local regulatory agency records per Government Code Section 65962.5 for sites within and adjacent to the Proposed project site, including the Regional Water Quality Control Board's GeoTracker website, DTSC's EnviroStor website, and California Environmental Protection Agency's Regulated Site Portal;

- Review of available environmental site assessment/investigation/remediation reports, and relevant regulatory documents, for the project site and nearby sites that would potentially impact the project site;
- Review of the National Pipeline Mapping System for hazardous material pipelines;
- Evaluation of local safety plans, emergency response plans, and wildland fire zones;
- Evaluation of potential impacts to nearby airports; and
- Evaluation of potential impacts to nearby school sites.

Impacts will be evaluated regarding the construction and operations components of the proposed project, including proposed use/handling of hazardous materials/wastes. If the findings indicate potential impacts related to hazards and hazardous wastes or materials, mitigation measures may include further work related to additional investigation, sampling, remediation, human health risk analyses and/or construction and operations contingency measures.

Noise. As a component of the project's EIR, Consultant shall conduct a noise study of potential impacts during construction and operations to noise-sensitive land uses (consisting of residences) adjacent to the revised, proposed project. Assuming (based upon information provided by City staff) the proposed project operations are not anticipated to change, the revised analysis will focus upon potential construction noise impacts. Potential short-term construction noise impacts on nearby noise-sensitive land uses will be evaluated based on revised construction phasing and equipment data to be provided by the project applicant and noise modeling methods developed by the Federal Highway Administration (FHWA).

The significance of noise/vibration impacts will be assessed based on the relevant City of Pomona noise standards. If significant noise and/or vibration impacts are identified, mitigation measures to reduce impacts to a less than significant level will be recommended. The environmental noise baseline and regulatory setting, analysis methodologies, results of the noise analysis, findings of potential effects and mitigation measures will be summarized in the noise section of the projects' EIR. The optional vibration monitoring plan (see below), if selected, will be provided separately.

OPTIONAL: Vibration Monitoring Plan. As an additional optional task if it is determined to be necessary at a later date, Consultant will provide a vibration monitoring plan focusing on the proposed relocation of the historic Pomona Stables. Utilizing information and data provided by the project's architectural historian (or equivalent), or if not applicable, vibration criteria from the Federal Transit Administrations *Transit Noise and Vibration Impact Assessment Manual* for fragile historic structures, Consultant shall provide recommended measures to ensure that the structural integrity of the Pomona Stables is not further compromised prior to or following the proposed relocation due to other on-site construction activity. Such measures would likely include (but not be limited to) continuous vibration monitoring of the structure itself and/or the soils immediately adjacent to the structure, to ensure that construction-related groundborne vibration levels do not exceed the specified damage thresholds. Vibrations caused by during the disassembly and relocation of the Stable is not included within the vibration study as this effort is highly specialized.

Transportation. The Transportation section of the Draft EIR will update the traffic analysis prepared in the 2017 MND based on the revised project description (reduced size of new corporate yard building; and, moving of, and reconstruction of the National Register-listed historic Pomona Stables onto the corporate yard site). In addition, due to the time that has passed since the MND, a vehicle miles traveled (VMT) analysis will also be required per Senate Bill 743 (SB 743) and the recently updated CEQA guidelines.

Per SB 743, a VMT analysis is required starting in July 2020. If directed by the City, a VMT analysis of the proposed project will be prepared using the methodology and significance thresholds adopted by the City (if any), and will be consistent with SB 743. The California Emission Estimator Model (CalEEMod), or other sources, may be used to determine VMT with approval from the County. CalEEMod is one of the VMT calculating tools recommended by the Office of Planning and Research (OPR). The CalEEMod method will utilize ITE trip generation rates with average trip length by trip type from the 1999 Caltrans Statewide Travel Survey.

Depending on available data, per capita or per employee VMT will be compared between the proposed project and the region-wide VMT. If a significant VMT impact is found, Consultant shall identify feasible mitigation measures that could avoid or reduce the impact. It is noted that the reduction of VMT for most of these measures is qualitative and the analysis will not include quantitative significance after mitigation analysis. Strategies to reduce VMT are limited due to the size and type of land use of the proposed project. The following strategies may be best suited to the project and may be recommended to reduce VMT and lessen significant impacts (if found). Their applicability will be evaluated for the proposed project:

- Improve or increase access to transit;
- Orient the project toward transit, bicycle, and pedestrian facilities;
- Improve pedestrian or bicycle networks, or transit service;
- Provide bicycle parking;
- Provide car-sharing, bike sharing, and ride-sharing programs;
- Provide partially or fully subsidized transit passes;
- Provide pedestrian network improvements.

The results, findings, and mitigation measures (if any) of the updated traffic and VMT analyses will be provided in the Transportation section of the Draft EIR.

Tribal Cultural Resources. Consultant shall summarize the results of the records search, NAHC SLF results and tribal outreach, and all of the City's AB 52 efforts for the project, including notification and consultation with applicable tribes. In addition, the section will provide a brief analysis of potential project-related impacts to Tribal Cultural Resources in conformance with CEQA and will provide mitigation measures and recommendations as appropriate.

Utilities and Service Systems. Consultant shall utilize the result of the utilities and service systems assessments completed in the previously adopted MND to summarize potential impacts and required mitigation. This scope assumes no site visits or new analysis will be required.

Cumulative Impacts. Consistent with CEQA Guidelines Section 15130, the EIR will include a discussion of cumulative impacts for each impact category analyzed within the EIR. The analysis shall discuss impacts created as a result of the combination of the proposed project together with other projects in the vicinity causing related impacts.

Effects Found Not to Be Significant. Consistent with CEQA Guidelines Section 15128, the EIR shall contain a brief statement disclosing the reasons why various possible significant effects of a proposed project were found not to be significant and were, therefore, not discussed in detail in the EIR.

Alternatives to the Proposed Project. The alternatives chapter will be prepared to meet the objectives of the CEQA Guidelines by addressing alternatives to the project as proposed. Each alternative will be evaluated with respect to the environmental issue area reviewed for the proposed project. As required by the CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending it will be provided. The environmentally superior alternative will be identified from among the alternatives to the proposed project. In addition, a narrative will be provided that discusses alternatives that were considered but were determined to be infeasible and, therefore, not assessed in detail. For purposes of this analysis, Consultant may assume that in addition to the No Project Alternative, two additional alternatives will be carried forward for analysis evaluated in the EIR.

Long-Term Implications of the Proposed Project. This chapter shall include analysis of significant irreversible changes that would occur as result of the proposed project, as well as growth-inducing impacts.

List of Preparers. This chapter shall include references, acronyms and abbreviations, and the preparers of the EIR.

Appendices. The draft EIR appendices shall include the NOP and IS, NOP responses, and the various technical reports and memoranda described.

Deliverables

- 1 electronic version in Microsoft Word format to the City for review

2.3.2 Revised Administrative Draft EIR

Upon receipt of a consolidated set of review comments on the administrative draft EIR, Consultant will revise the document accordingly by addressing all comments received. Consultant shall provide two rounds of review, comment, and revisions by the City.

Deliverables

- 1 electronic version of the revised Administrative Draft EIR in Microsoft Word format for City review
- 1 electronic version of the Screencheck Draft EIR in PDF and Microsoft Word formats for City review

2.3.3 Public Draft EIR

Consultant shall prepare a draft EIR for a 45-day public review period that incorporates all of the comments on the screencheck draft EIR. Consultant shall prepare drafts of both the notice of availability (NOA) and the NOC for City review. Upon receipt of City review comments, Consultant will finalize these documents for City signature and distribution. Consultant will be responsible for providing the NOC to the State Clearinghouse along with the 15 copies of the draft EIR. Consultant will also be responsible for posting the NOA with the Los Angeles County Clerk and providing filing fees. City will distribute the NOA to interested stakeholders, agencies, and the public. In the event the City would like to publish the NOA in a paper of local circulation, City will take the lead on posting the notice with the paper.

Deliverables

- Draft EIR: 15 hard copies (technical appendices included on a CD or flash drive with each EIR); electronic copy (Microsoft Word files and PDF file with OCR searchable text)
- State Clearinghouse Package (15 Executive Summaries, 15 flash drives, NOC and Summary Form)
- NOA: 1 electronic copy (Microsoft Word); 100 hard copies for City mail out; stamped copy from Los Angeles County Clerk

2.3.4 OPTIONAL: Draft EIR Public Meeting

In the event the City elects to hold a public meeting during the 45 day public review period for the Draft EIR, Consultant will attend and facilitate one public comment meeting. City may request Consultant present an overview of the project description, an overview of the CEQA process and where we are in that process, and findings and conclusions contained within the Draft EIR. City will coordinate the logistics for the Draft EIR public meeting, including reserving a meeting room location, providing translation services, and that presentation materials describing or illustrating the project. Consultant will provide relevant meeting materials, including speaker cards, comment forms, and a sign-in sheet, and take notes regarding the issues raised by commenting individuals that should be addressed in the EIR. Following the public meeting, Consultant will provide a meeting summary memorandum that summarizes the general nature of the verbal comments provided at the meeting. Unless otherwise directed by City, Consultant may assumed that only written comments received during the public review period for the Draft EIR will be responded to as part of the Response to Comment and Final EIR effort outlined in Task 2.4.

Deliverables

- Presentation materials for public meeting
- Public meeting attendance
- Public meeting summary memorandum: 1 electronic copy (Microsoft Word)

Task 2.4 Final EIR

Consultant shall prepare a final EIR, including the following chapters: Response to Comments, Revisions to the Draft EIR, and Mitigation Monitoring and Reporting Program (MMRP). A CD or flash drive containing the draft EIR and technical appendices will be affixed to the back cover of each hard copy final EIR. For cost-estimating purposes, Consultant may assume two rounds of review, comment, and revisions by the City.

Consultant shall assist the City with providing the final EIR at least 10 days prior to consideration for certification by the City to any commenting public agency and any member of the public who has requested the document. Once the EIR has been certified, Consultant will prepare an NOD and assist the City with filing the NOD with the State Clearinghouse and Los Angeles County Clerk. Provided below is a discussion of each component of the Final EIR.

2.4.1 Response to Comments

The Response to Comments chapter will include comments received on the draft EIR, responses to those comments, and standard introductory material. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation.

2.4.2 Revisions to the Draft EIR

This chapter will identify any instances where revisions to the draft EIR are necessary. In this chapter, deleted text will be indicated by ~~strikeout~~ and inserted text by underline.

2.4.3 MMRP

The MMRP will be in table format and will specify project-specific mitigation measures and standard conditions of approval that are applicable to the proposed project. Mitigation timing and responsible parties will also be identified. The objective of the MMRP is to comply with California Public Resources Code Section 21081.6, as mandated by AB 3180, which requires that a lead agency adopt an MMRP at the time an EIR is certified.

2.4.4 Certification Documents

Consultant shall prepare draft findings of fact for each significant effect identified in the final EIR and prepare a statement of overriding considerations if unavoidable significant impacts are identified. As required by the CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The statement of overriding considerations will rely on input from the project team regarding the benefits of the proposed project. Consultant shall consult with the City to review and finalize the findings and statement of overriding considerations for the City's ultimate adoption.

Deliverables

- Administrative Response to Comments: 1 electronic copy (Microsoft Word)
- Revised Response to Comments: 1 electronic copy (Microsoft Word)

- Final EIR (Draft EIR, Responses to Comments, Revisions to Draft EIR, and MMRP): 10 hard copies and 1 electronic copy (Microsoft Word files and PDF file with OCR searchable text)
- NOC: 1 copy submitted to OPR
- NOD: stamped copy from Los Angeles County Clerk; copy submitted to OPR
- Draft Certification Documents: 1 electronic copy (Microsoft Word)
- Final Certification Documents: 1 electronic copy (Microsoft Word)

Task 3 Meetings and Coordination

This task includes periodic project management activities conducted by Consultant's project managers:

- **Project Status Meetings.** These meetings will be attended by Consultant's project manager, and other specialists, as necessary. There will be up to four in-person meetings at in the City of Pomona and participation in 30-minute monthly project status conference calls.
- **Public Meetings.** Consultant's project manager shall attend one approval hearing at City Hall.

EXHIBIT "B"
SCHEDULE OF SERVICES

Task	Task Duration (weeks)	Total Duration (weeks)
1. Conformance Review	20	20
2. EIR	56	56
2.1 Project Initiation & Description	4	4
2.2 Initial Study/Notice of Preparation	14	18
2.2.1 Initial Study Checklist	8	12
2.2.2 Circulate IS/NOP	6	18
2.3 Draft EIR	28	45
2.3.1 Admin Draft EIR	12	29
2.3.2 Revised Admin Draft EIR	8	37
2.3.3 Public Draft EIR	8	45
2.4 Final EIR	11	53
2.4.1 Responses to Comments	8	52
2.4.2 Revisions to Draft EIR	8	53
2.4.3 MMRP	8	53
2.4.4 Certification Documents	3	56
3. Meetings and Coordination	60	60

EXHIBIT "C"

COMPENSATION

Employee	Nicole N Colbigh	Samantha J Murray	Terri Leigh A Pelatin	Matthew J Morales	Michael Cody	Linda Kry	Gianna B Molitorn	Michael Greene	Dennis M Pascua	Christopher J Starbird	Amy E Seals				
Billing Category	Senior Specialist IV	Specialist IV	Analyst III	Specialist V	Specialist V	Specialist I	Hydrogeologist/Engineer I	Senior Specialist III	Senior Specialist IV	GIS Specialist IV	Technical Editor III				
Rate	230.00	170.00	100.00	180.00	180.00	130.00	250.00	220.00	230.00	160.00	145.00	Labor Hours	Labor @ Billing Rates	Direct Costs	Total
Task 1 Conference Review		200										212	33,920	100	36,020.00
Task 2 EIR	176	34	190	88	14	40	40	20	46	30	52	730	126,440	3,950	130,390.00
2.1 Project Initiation & Description	12		24							8		44	6,440		6,440.00
2.2 Final Study/NCP	28		80							8	20	136	18,620		18,620.00
2.2.1 S Checklist	16		60									94	10,950		10,950.00
2.2.2 Coordination IS/NCP	12		20								20	52	7,660	300	8,460.00
2.3 Draft EIR	90	34	58	88	14	40	40	20	46	14	32	416	87,700	2,950	90,650.00
2.3.1 Admin/Draft EIR	60	34	22	72	14	40	36	18	42	14		352	67,320	1,450	68,770.00
2.3.2 Revised Admin/Draft EIR	24		24	16			4	2	4			74	13,160		13,160.00
2.3.3 Public/Draft EIR	6		12								32	50	7,220	1,300	8,720.00
2.4 Final EIR	46	34	28									108	19,160	1,000	20,460.00
2.4.1 Responses to Comments	16	20										36	7,080		7,080.00
2.4.2 Revisions to Draft EIR	8	12	4									24	4,280		4,280.00
2.4.3 MMRP	2		4									6	880		880.00
2.4.4 Certification Documents	20	2	20									42	6,340		6,340.00
Task 3 Meetings & Coordination	24	20	-	-	-	-	-	-	-	-	-	44	8,920	300	9,420.00
Total hours	200	254	190	88	14	40	40	20	46	42	52	986			
Total Billing	46,000	43,180	19,000	15,840	2,520	5,200	10,000	4,400	10,580	6,720	7,540		170,980	4,550	175,530.00
OPTIONAL TASKS															
22.3 IS/NCP Scoping Meeting	8	8										16	3,200	100	3,300.00
23.1 Health Risk Assessment	4			40								44	8,120		8,120.00
23.1 Vibration Monitoring Plan	4								26			30	6,900		6,900.00
23.4 Draft EIR Public Meeting	8	8										16	3,200	100	3,300.00