

AGREEMENT TO PROVIDE ON-CALL ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and entered into this 21st day of March, 2023 by and between, Tetra Tech, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 23, 2021 the City issued a Request for Proposal (“RFP”) No. 21-105, by which it desired to retain a consultant having special skill and knowledge in the field of Environmental Services on an “on-call” basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 21-105.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 21-105, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 21-105 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 21-105. The total compensation for services provided by all consultants selected under RFP 21-105 shall not exceed the shared aggregate amount of \$950,000.00 during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject

to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principals and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on March 21, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on March 20, 2026, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), 1-year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

7. OWNERSHIP OF MATERIALS

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"). 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 provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City 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 secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work

or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section

2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like

importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Jennifer L. Hall
 Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30) P.O. Box 1988

Santa Ana, CA 92702-1988
Fax 714- 647-6956

Nabil Saba
Executive Director Public Works Agency City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Fax 714-647-5635

To Consultant: Mike Koester, CHMM, REP
Vice President
Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614
Fax: 949.809.5010

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

17. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

18. SUBCONTRACTING

- a, Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts

and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. TERMINATION

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

23. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code,

Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national

origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
 - 2) Assessing sanctions;
 - 3) Liquidating damages; and/or
 - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be

notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. herein in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and

projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

26. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA ANA AND TETRA TECH, INC.

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

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT



JONATHAN T. MARTINEZ
Assistant City Attorney



MIKE KOESTER
Vice President
Tetra Tech, Inc.

RECOMMENDED FOR APPROVAL

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
RFP NO. 21-105**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to qualified Environmental Consulting firms to provide Environmental Services for the City of Santa Ana Public Works Agency on an as-needed basis. From the proposals received, it is the City's goal to select up to three (3) firms. The City will enter into separate agreements with each firm for an aggregate not to exceed amount of \$2,000,000. Work will be assigned by Contract Task Order (CTO). As tasks are identified, they will be distributed amount the firms based upon their ability to perform the required work within the project schedule and budget constraints.

DESCRIPTION OF WORK

The Consultant shall provide services under the direction of City staff. The Consultant will be expected to provide an experienced, educated and professional team, who's Project Manager and staff shall be responsive and maintain excellent working relationships with City staff. The Consultant shall be committed to provide adequate staffing levels at all times in order to adhere to established schedules. The Consultant shall be knowledgeable and up-to-date with federal, state and local regulations, policies and procedures as they pertain to CEQA and NEPA services provided.

Consultant services will include preparation, distribution and filing of environmental noticing, documents, preparation of studies and technical reports, including but not limited to the following:

• Initial Study	• Noise Impact Study
• Notice of Exemptions	• Biological Studies
• Negative Declaration	• Cultural Resources Study
• Mitigated Negative Declaration	• Geological/Soil Study
• Notice of Preparation	• Hydrology/Water Quality Study
• Notice of Intent	• Water Assessment Study
• Notice of Availability	• Mineral Resources Study
• Notice of Determination	• Utility/Sewer Study
• Environmental Impact Report	• Traffic Study
• Environmental Assessment	• Mitigation Monitoring Program
• Environmental Impact Statement	• Preparation of Response to Comments
• Categorical Exclusion	• Preparation of Statement of

	Overriding Considerations
• Preliminary Environmental Study	• FAA and ALUC Required
• Historic Records Search	• Public Outreach
• Environmental Certification Form	• Preliminary Engineering as required to support environmental analyses.
• Air Quality Study	• On-call staff consulting

Consultant services will also include attendance at appropriate City Commission, City Council, community, and other designated meetings as deemed necessary.

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City Based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until completed Project has been accepted by the City.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

CONSULTANT'S PROPOSAL (exclusive of fee proposal and resumes)



PROPOSAL FOR



Water Well No. 32 Project Site



First Street Stabilization Project Site



Water Well No. 32 Project Site





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SECTION 1 STATEMENT OF QUALIFICATIONS

October 21, 2021

City of Santa Ana
Attn: Sean Thomas
Public Works Agency, M-36
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701

Reference: On-Call Environmental Services, RFP #21-105

Dear Mr. Thomas:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit our response to the Request for Proposals (RFP) by the City of Santa Ana Public Works Agency to provide as-needed environmental services for the City of Santa Ana Public Works Agency. We have valued the opportunity to work with the City of Santa Ana (City) through past and currently on-going projects and appreciate the opportunity to present our qualifications for this important project contract.

Extensive Southern California Business Experience – Founded in 1966, Tetra Tech is a world-class environmental and engineering services corporation based out of Pasadena, California. Tetra Tech includes environmental professionals who, individually, represent decades of experience in successfully completing environmental documentation for hundreds of southern California projects, including projects located in the City. In addition, our Irvine office is located approximately 6 miles from the City's Civic Center.

Highly Qualified Team – We have assembled a remarkably well-qualified team to meet and exceed the full-range of services required by the City to provide on-call environmental services. Our team has depth of experience in a wide variety of public and private sector projects. Our project manager, Ms. Paula Fell, has extensive experience with all types and levels of California Environmental Quality Act/National Environmental Policy Act environmental assessment. She has over 28 years of practice managing complex projects, programmatic and/or multi-stage, phased development projects, fast-tracked projects, and controversial projects. She has recently managed preparation of several environmental documents for City projects.

Our Team will include UltraSystems Environmental, Inc., who will support Tetra Tech's air quality, greenhouse gases, biological resources, cultural resources, and noise experts. As a Disadvantaged Business Enterprise (DBE), UltraSystems Environmental, Inc. will facilitate the City in meeting its DBE goal.

Our team is ready and available to serve the City on all Task Orders, large and small, simple, and complex, prominent, or not.

Authorized Individual Representing the Tetra Tech Team: I, Mike Koester, have the authority to represent the Tetra Tech Team and commit personnel and resources for the completion of this important environmental evaluation. I attest that all information submitted with the proposal is true and correct.

Very truly yours,

TETRA TECH, INC.

A handwritten signature in black ink, appearing to read 'Mike Koester', written over a horizontal line.

Mike Koester, CHMM, REP
Vice President – Midwest, Rockies and California Operation

Enclosures



Section B Contract Agreement Statement

Tetra Tech has reviewed the agreement provided in “Attachment 2” of the Request for Proposals for On-Call Environmental Service and has the ability to meet the project contracting requirements and conditions.

Section C Firm and Team Experience

Year Founded: 1966

Form of Organization: Corporation

Total Number of Employees: 21,000

Number of Employees in Irvine Office: 300

Size and Location of Offices: 450 offices worldwide

Tetra Tech, Inc. (Tetra Tech) is a world-class environmental and engineering services company. Our team of professionals includes a broad range of scientists, planners, and engineers who possess skills, technical expertise, and detailed understanding of the regulatory requirements of the environmental impact assessment process. The selected personnel are highly experienced in all aspects of the permitting and regulatory process of local, state, and federal resource agencies.

Tetra Tech has a focused practice for environmental planning services located in our Irvine Office that includes a core group of senior managers, planners, engineers, global information system specialists, visual analysis specialists, public outreach specialists, and other technical specialists. This project will be managed and directed from our Irvine office location: 17885 Von Karman, Suite 500. The primary contact for this project contract will be Ms. Paula Fell, Project Manager/Senior Environmental Planner; telephone 310.497.6684; email; Paula.Fell@tetrattech.com.

The Irvine Office is supported by more than 1,400 professionals in multiple discipline categories located in various offices in southern California (including San Bernardino, Diamond Bar, Los Angeles, San Diego, Santa Barbara, and our Corporate office in Pasadena). These individuals will be available to conduct resource surveys, evaluations, or technical studies as needed. Regardless of the scope of an assigned task, or subsequent requirements for project evaluation, staff will be available to support your project contract.

Tetra Tech has significant recent local experience on public works projects, including City Public Works Agency Projects. These projects include the First Street Stabilization Project, the Well 32 and Pipeline Project, the Washington Well Project, and the Well No. 39 Hydro-generator Unit Replacement Project.

SUBCONSULTANT: ULTRASYSTEMS ENVIRONMENTAL, INC.



Tetra Tech has selected UltraSystems Environmental Inc. (UltraSystems) to assist with the air quality, greenhouse gases (GHG), biological resources, cultural resources, and noise analysis scopes. Established in 1994,

UltraSystems is a planning and environmental consulting firm serving public and private sector clients throughout California. Their 42 employees bring a broad range of expertise and extensive experience to our preparation of environmental documents and technical studies in full compliance with California Environmental Quality Act (CEQA) and its attendant State CEQA Guidelines. The firm is headquartered in Irvine, California. Currently the firm holds certification as a federal DBE, Small Business Enterprise (SBE), Woman owned Business Enterprise (WBE) and federal Woman owned Small Business (WOSB).

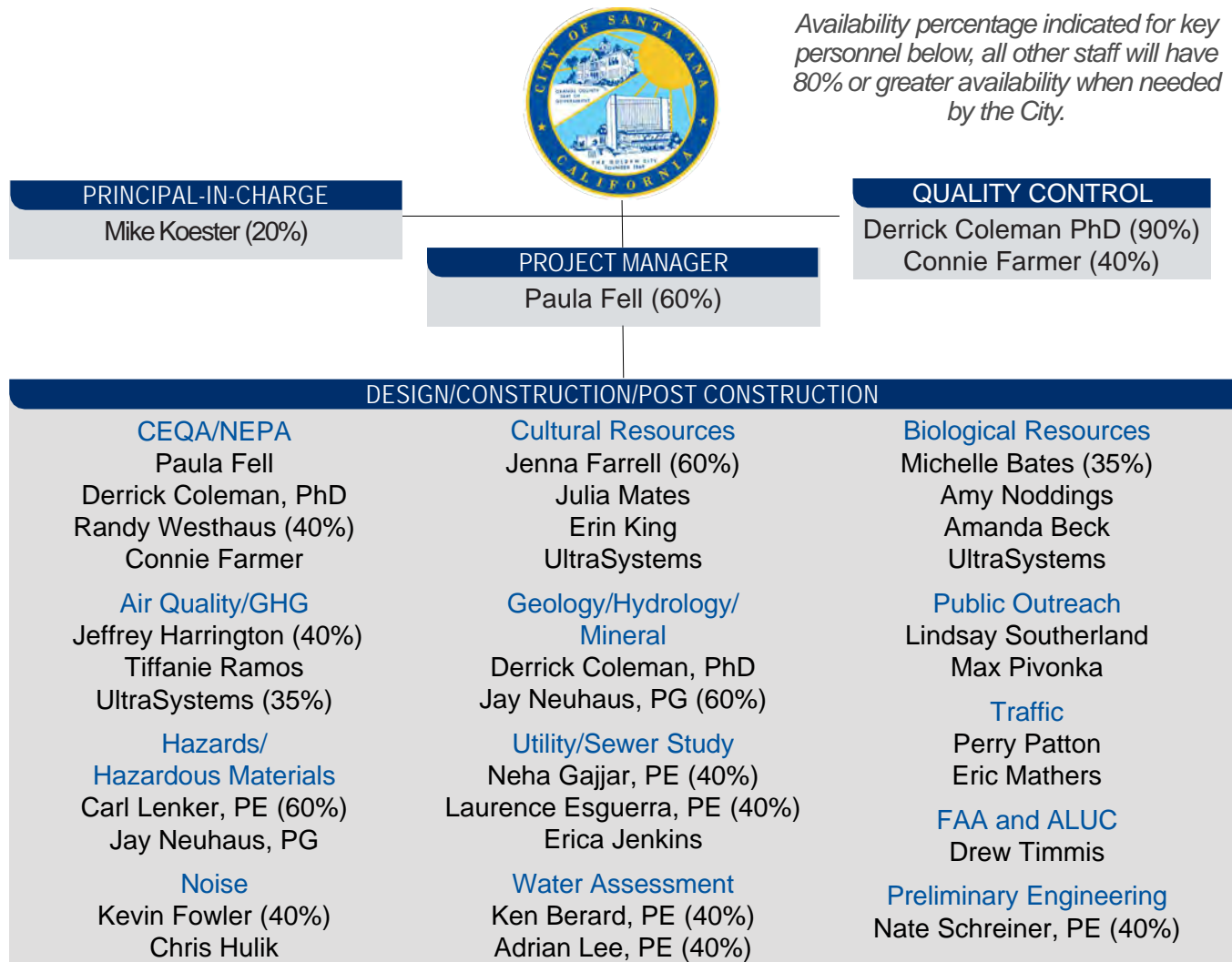
UltraSystems employs a multidisciplinary team of talented and highly experienced urban and environmental planners, scientists, archaeologists, biologists, geologists, hydrologists, engineers, Geographic Information Systems (GIS) specialists and support staff.



OUR TEAM

Tetra Tech staff bring a combination of corporate knowledge, experience with City projects, practical experience, and a thorough understanding of the CEQA/National Environmental Policy Act (NEPA) and associated technical studies process. Key team personnel shown on the organization chart (Figure 1), followed by brief resumes for these personnel. Full resumes are presented in Appendix A.

Figure 1 Organization Chart



Paula Fell	EDUCATIONAL BACKGROUND:
POSITION WITH TETRA TECH: Senior Environmental Planner/ Project Manager	MS, Environmental Sciences, California State University BA, Biological Sciences, Kansas State University
PROJECT ROLE: Project Manager - Environmental Services	
EXPERIENCE: Ms. Fell has over 28 years of experience preparing environmental documents and over 22 years as a senior manager. She has managed complex projects, including programmatic and/or multi-stage phased development projects, fast-tracked projects, and controversial projects. Recent experience includes two large multi-stage phased development projects with substantial park and recreation features in Loma Linda prepared under fast-tracked timelines. She has prepared and managed CEQA/NEPA documents including Initial Studies (ISs),	



tracked timelines. She has prepared and managed CEQA/NEPA documents including Initial Studies (ISs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), for projects throughout California on behalf of federal, state, regional, and local agencies and private clients. Her expertise also includes data collection and analysis on environmental issues such as visual resources, land use, public services, biological resources, socioeconomics, recreation, and utilities.

REPRESENTATIVE PROJECT EXPERIENCE:

- Well 32 IS/MND Rehabilitation and Pipeline Project, Santa Ana, CA
- Well 12, Well 14, and Pipeline Project IS/MND, Santa Ana, CA
- Washington Avenue Well Project IS/MND, Santa Ana, CA
- First Street Stabilization Project Categorical Exemption (CATEX), Santa Ana, CA
- Water Well No. 39 Hydro-generator Unit Replacement Project CATEX, Santa Ana, CA
- Moulton Niguel Water District Crown Valley Pipeline Replacements Project, Laguna Niguel, CA
- Central Park Amphitheater Project IS/MND, Rancho Cucamonga, CA
- Central Park Program EIR, Rancho Cucamonga, CA
- Adventure Park Multi-Benefit Stormwater Capture Project Addendum to PEIR, Whittier, CA
- Santa Ana River Interceptor Line Project, Supplemental EA and EIR Addendum, Orange County, CA
- City of Huntington Beach, Water Well Project IS, Westminster, CA

Derrick Coleman, PhD

POSITION WITH TETRA TECH:
Senior Project Manager

PROJECT ROLE:
Environmental Services,
Geological/Soil Study,
Mineral Resource Study,
Hydrology/Water Quality Study

LICENSES, REGISTRATIONS, &
CERTIFICATES:
MSHA 24-Hour trained, 2017
MSHA 8-Hour Refresher, 2018

EDUCATIONAL BACKGROUND:
PhD Geomorphology, Johns
Hopkins University
BA Physical Geography,
University of California,
Berkeley

EXPERIENCE:

Dr. Coleman is a Senior Project Manager who has over 30 years of experience in environmental consulting, primarily focused on water resource evaluations and NEPA/CEQA assessments. He has managed preparation of numerous environmental document projects for commercial-scale alternative energy projects, as well as contributed to assessment documents as a technical lead for geology and soils, and/or water resources. Dr. Coleman's technical specialization is in geomorphology and hydrology. He has applied his expertise in fluvial geomorphology to erosion and sedimentation analyses, flood plain delineation and evaluation, wetlands delineation (the surface water-groundwater interface), and archaeological geomorphology. His hydrology experience includes engineering design of surface drainage systems, environmental contaminant evaluation (primarily soils and groundwater), environmental impact assessments, and underground storage tank investigations.

REPRESENTATIVE PROJECT EXPERIENCE:

- Well 32 IS/MND Rehabilitation and Pipeline Project, Santa Ana, CA
- Well 12, Well 14, and Pipeline Project IS/MND, Santa Ana, CA
- Washington Avenue Well Project IS/MND, Santa Ana, CA
- First Street Stabilization Project CATEX, Santa Ana, CA
- Water Well No. 39 Hydro-generator Unit Replacement Project CATEX, Santa Ana, CA
- Moulton Niguel Water District Crown Valley Pipeline Replacements Project, Laguna Niguel, CA
- Central Park Amphitheater Project IS/MND, Rancho Cucamonga, CA
- Central Park Program EIR, Rancho Cucamonga, CA
- Santa Ana River Interceptor Line Project, Supplemental EA and EIR Addendum, Orange County, CA
- City of Huntington Beach, Water Well Project IS, Westminster, CA



Randy T. Westhaus, PE	EDUCATIONAL BACKGROUND:
POSITION WITH TETRA TECH: Director	MS, Civil Engineering, Carnegie Mellon University BS, Chemical Engineering, Stanford University
PROJECT ROLE: Environmental Services	
<p>EXPERIENCE:</p> <p>Mr. Westhaus has over 42 years of experience in mechanical, nuclear, and environmental engineering. He has managed several multidisciplinary environmental projects involving environmental assessments, environmental planning studies under the CEQA and NEPA, indoor air quality studies, pollution prevention (P2), waste minimization, water quality, environmental audits and permitting, remedial investigations, feasibility studies, remedial designs, Resource Conservation and Recovery Act, closures, and risk management programs.</p> <p>Mr. Westhaus was the Lead Project Manager for a 5-year Master Service Agreement contract with Los Angeles Unified School District to provide CEQA and NEPA services. Tetra Tech successfully completed five CEQA projects under this contract. Each project was completed on time and within budget. The South Region Elementary School Number 10 IS and EIR were completed on an extremely accelerated schedule. Mr. Westhaus oversaw the Tetra Tech project managers and CEQA document preparation in an efficient manner to ensure accelerated deadlines were met.</p>	
<p>REPRESENTATIVE PROJECT EXPERIENCE:</p> <ul style="list-style-type: none"> • Widening of Los Angeles Avenue Project IS/EA, Moorpark, CA, Caltrans District 7 • Santa Fe Drive Corridor Bike and Pedestrian Improvement Project Preliminary Environmental Study (PES), Encinitas, CA • Adventure Park Multi-Benefit Stormwater Capture Project Addendum to PEIR, Whittier, CA • Culver Boulevard Realignment and Stormwater Treatment Project IS/MND, Culver, CA • Caruthers Park Stormwater and Urban Runoff Capture Project IS/MND, Bellflower, CA • Goleta Sanitary District's Wastewater Treatment Plant Upgrade IS/MND, Goleta, CA 	
Jenna Farrell	EDUCATIONAL BACKGROUND:
POSITION WITH TETRA TECH: Archaeologist	BA, Anthropology/Archaeology (Minor: Native American Studies), Humboldt State University
PROJECT ROLE: Cultural Resource Study, Historical Resource Assessment	MA, Anthropology-in progress, California State University Sacramento
<p>EXPERIENCE:</p> <p>Ms. Farrell has 21 years of experience in cultural resource management including prehistoric and historic archaeology, traditional cultural properties, and historic architecture and structures. She is a permitted Principal Investigator for the Bureau of Land Management (BLM) in Nevada and a BLM permitted Field Director for California and is certified and listed as an archaeology consultant for Orange County and San Diego Counties in California. Among this experience are three years in a supervisory capacity in support of regulatory compliance programs for energy, transportation, mineral and water resources development, commercial, public utility, and state and federal agency clients. Ms. Farrell has worked on several Class I, II, and III inventory projects for the BLM. She has conducted extensive literature reviews, archaeological inventories, laboratory analysis, testing, and California Register of Historical Resources and National Register of Historic Places evaluations. She also has consultation experience with State Historical Preservation Offices, public, various federal and state agencies, and Native American Tribes. Ms. Farrell is experienced with Section 106 of the National Historic Preservation Act, NEPA, Native American Graves Protection and Repatriation Act, the Archaeological Resources Protection Act, American Indian Religious Freedom Act, CEQA, and various other federal and state agency-specific cultural resources management directives.</p>	
<p>REPRESENTATIVE PROJECT EXPERIENCE:</p> <ul style="list-style-type: none"> • Well 32 IS/MND Rehabilitation and Pipeline Project, Santa Ana, CA • Well 12, Well 14, and Pipeline Project IS/MND, Santa Ana, CA • Washington Avenue Well Project IS/MND, Santa Ana, CA 	



<ul style="list-style-type: none"> First Street Stabilization Project CATEX, Santa Ana, CA Moulton Niguel Water District Crown Valley Pipeline Replacements Project, Laguna Niguel, CA Central Park Amphitheater Project IS/MND, Rancho Cucamonga, CA Central Park Program EIR, Rancho Cucamonga, CA Santa Ana River Interceptor Line Project, Supplemental EA and EIR Addendum, Orange County, CA 		
Nate Schreiner, PE, QSD	LICENSES, REGISTRATIONS, & CERTIFICATES:	EDUCATIONAL BACKGROUND:
POSITION WITH TETRA TECH: Project Manager	Registered California PE No.C70879 No. 74974 (2009)	BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo
PROJECT ROLE: Preliminary Engineering	Qualified Stormwater Pollution Prevention Plans (SWPPP) Developer (QSD), Certificate No. 74974	
<p>EXPERIENCE:</p> <p>Mr. Schreiner is a civil engineering project manager at Tetra Tech's office in Irvine, California. He manages domestic projects on behalf of government clients, applying a successful 15-year history of project management, hydrologic and hydraulic modeling, civil engineering design, condition assessments of a variety of infrastructure, and cost estimating. He most recently served as project manager for numerous on-call contracts with various public agencies in the Southern California area including Orange County Public Works, L.A. Metro, City of L.A., John Wayne Airport, Riverside County Transportation Commission, and Los Angeles County Department of Public Works. As a QSD, Mr. Schreiner has ample experience with providing SWPPP for construction activities.</p>		
<p>REPRESENTATIVE PROJECT EXPERIENCE:</p> <ul style="list-style-type: none"> First Street Stabilization Project, Santa Ana, CA First Street Pedestrian Improvements, Santa Ana, CA Lincoln Avenue Pedestrian Pathway, Santa Ana, CA Complete Streets Projects (TOS-1), Los Angeles, CA Vermont Avenue Stormwater Capture and Green Street Project Phase 2, Los Angeles, CA Silver Lake Reservoir Stormwater Capture Project, Los Angeles, CA Caruthers Park Stormwater and Urban Runoff Capture Project, Bellflower, CA 		

UltraSystems

The UltraSystems project team has experienced senior staff (many with more than 30 years of technical expertise). All key personnel have proven experience managing projects within Orange County. UltraSystems project team key task leads are noted below.

BETSY LINDSAY, MURP | President/CEO

Ms. Lindsay oversees the quality assurance program, and all matters relating to the contract, and contract execution. Ms. Lindsay has over 35 years of experience, has successfully prepared over 400 environmental documents for a broad spectrum of projects, and has managed over 20 large-scale, on-call/as-needed contracts that have encompassed thousands of task orders relating to public agency projects. Ms. Lindsay is able to communicate with clients, facilitate teams, manage personnel including resource allocation, work collaboratively with agencies, run meetings for clients, provide strategic thinking, and most importantly, get projects built for clients.

EDUCATION

- ❖ M.S., Urban and Regional Planning, California State Polytechnic University, Pomona, CA
- ❖ B.S., Geography, California State University, Long Beach, CA

RELEVANT EXPERIENCE

- County of Orange, OC Loop Segments O, P, Q – IS/MND and CE
- South Gate, Garfield Improvements – PES
- City of Bell, Gage Avenue Bridge over the Los Angeles River – IS/MND



- City of Fontana, Foothill Widening Malage Bridge – IS/MND, PES
- Kings County, KART Transit Project, Hanford, CA - IS/MND and EA/FONSI
- City of Commerce, Transit Maintenance Facility – IS/MND and CE

PROFESSIONAL REGISTRATIONS, LICENSES AND AFFILIATIONS

Institute of Sustainable Infrastructure, Envision Sustainability Professional

MICHAEL ROGOZEN, D.ENV. | Senior Principal Engineer – Project Manager

Dr. Michael Rogozen has over 45 years of environmental consulting experience in California, and manages the UltraSystems' Air, Noise, and Greenhouse Gas Group. His experience includes permitting, ambient monitoring, dispersion modeling, health risk assessment, design of pollution control technology, evaluation of air pollution control alternatives, development of air toxics emission inventories, calculation of GHG emissions, offsite consequence analysis, design of environmental databases, survey design, source test design and analysis, subsurface methane investigations, and regulatory analysis. Dr. Rogozen has the experience to critically evaluate the work of experts in a variety of technical disciplines and has developed a comprehensive quality assurance/quality control Program for UltraSystems environmental documents. He has prepared Caltrans documentation for numerous projects, including PESs, air quality reports, project-level conformity analyses, POAQC determinations, and initial site assessments. He has also managed several projects that have included historic property survey reports and archeological survey reports by UltraSystems staff.

EDUCATION

- ❖ D.Env. Environmental Science and Engineering, University of California, Los Angeles, CA
- ❖ M.S., Systems Engineering, University of California, Los Angeles, CA
- ❖ B.S., Engineering, University of California, Los Angeles, CA

RELEVANT EXPERIENCE

- County of Orange, OC Loop Segments O, P, Q – IS/MND and CE
- Environmental Compliance for OC Streetcar Construction, Santa Ana, CA
- Preliminary Environmental Study, Imperial Highway Traffic Signal Upgrades and Safety Enhancements Project, Downey, CA
- Dogwood Road Bridge Replacement Over Central Main Canal, Imperial County, CA
- Preliminary Environmental Study and Technical Studies Crosswalk Upgrades Project, Moreno Valley, CA
- PES, Air Quality, Initial Site Assessment and Cultural Studies, Inglewood Avenue Corridor Widening Project, Lawndale, CA

Section D Understanding of Need

Tetra Tech understands the City's goals to efficiently and effectively build and maintain all public streets, storm drains, sewers, and water facilities in the City while protecting environmental resources. Tetra Tech is very familiar with the City's current and planned public works projects including First Street Improvements Project, Lincoln Avenue Pedestrian Pathway Project, Well 32 and Pipeline Project, and the Washington Well Project.

Tetra Tech is committed to providing the City of Santa Ana a team that can demonstrate strong performance in environmental services to meet all the demands of the anticipated projects and ultimately to deliver a successful project.

Environmental stewardship must be a key component in the design and implementation of public works projects. The CEQA and NEPA processes and requirements vary significantly from project to project presenting unique challenges in ensuring compliance with all environmental regulations. Additionally, the public comment periods can impact the processes thus lengthening schedules and increasing costs. Our



team provides an experienced group who have prepared CEQA and NEPA documentation on similar types of projects throughout Southern California.

Our public outreach and early intervention and collaboration with the public will assist in identifying red flag community issues early in the project design process, providing the City and project design team the opportunity to address the concerns through design or mitigation before the issues become intertwined with the CEQA or NEPA processes thus speeding up the project adoption and compliance with all CEQA and NEPA concerns.

Two primary qualities our team takes pride in is our attention to detail and breadth of professional knowledge and experience of staff. The environmental analysts on our team work very closely with project proponents, CEQA and/or NEPA lead agencies, and other regulatory agencies to ensure timely completion of environmental documents and permits even under tight schedules. We know and understand the importance of collaborating between the planning and design teams at the beginning of the project's design life so that environmental impacts and constraints can be taken into consideration early in the planning process.

Environmental Services

Tetra Tech assists clients in navigating the complex requirements of the CEQA and NEPA assessments and documentation processes with a combination of activities.

- ▶ **Project:** thoroughly understanding project objectives, planning and design details, implementation activities, and long-term operation and maintenance requirements.
- ▶ **Environment:** identifying all aspects of the local setting (both natural and engineered) that could be affected by the proposed project, thereby providing an appropriate level of detail to evaluate current conditions of resources and systems.
- ▶ **Impacts:** identifying and evaluating the potential intersection of project and environment to assess the significance level of possible impacts.

At Tetra Tech, we begin at the earliest stage of a project by applying science to problems and developing solutions tailored to the needs of our clients and the details of the project under evaluation. We continue to support our clients throughout the entire project life cycle with consulting, engineering, construction management, operations and maintenance, and IT services—offering these services individually or as part of a full-service approach.

Environmental Documentation

The Tetra Tech Team has worked on numerous assessment contracts evaluating potential impacts from proposed projects as lead for CEQA and NEPA document preparation, as the consultant responsible for technical studies and resource surveys that support the impact assessments, and as the consultant providing peer review of documentation. We can prepare all types of CEQA and NEPA documents from CATEX through IS/Negative Declaration (ND) or MND, EA/Finding of No Significant Impact to EIR and EIS. We have also prepared EIRs and EISs for large projects with greater potential environmental impacts and a commensurate need for a higher level of assessment. The Tetra Tech Team has depth of experience in a wide variety of public and private sector projects.

A summary of our general approach to environmental services projects is provided in Table 1. A more detailed description of our approach to each task is provided in Section 2 of this Proposal.



TABLE 1. TETRA TECH GENERAL APPROACH TO ENVIRONMENTAL SERVICES PROJECTS

Task	Approach
1. Project Initiation	Tetra Tech will attend a kick-off meeting City staff to determine the format and structure of the environmental document, discuss the project schedule and project scope, and obtain project information from the City to develop the project description. Tetra Tech will prepare a project description and schedule.
2. Notice of Preparation (when required)	Tetra Tech will prepare, distribute, and file the Notice of Preparation for the project.
3. Scoping Meeting (when required)	Tetra Tech will assist City staff with conducting a scoping meeting for the project.
4. Administrative Draft Document	Tetra Tech will prepare an administrative Draft IS/MND or EIR. This will include technical studies
5. Public Review Draft Document	Tetra Tech will respond to City comments on the administrative Draft IS/MND or EIR, complete revisions, and prepare and distribute the Draft IS/MND or EIR and the required notices for public review.
6. Administrative Final Document	Tetra Tech will prepare draft responses to all comments received during the Draft IS/MND or EIR public review period. Tetra Tech will prepare an administrative Final IS/MND or EIR including any changes, clarifications, or additions to the Draft IS/MND or EIR required in conjunction with the responses to comments.
7. Final Document	Tetra Tech will respond to City comments on the administrative Final IS/MND or EIR, complete revisions, and prepare and distribute the Final IS/MND or EIR.
8. Meeting Attendance	Tetra Tech will attend a kick-off meeting. Depending on the needs of the project, Tetra Tech will help the City prepare for and conduct public meetings and/or hearings.
9. Mitigation Monitoring and Reporting Program	Tetra Tech staff will prepare a Mitigation Monitoring and Reporting Program, as needed.
10. CEQA Notices	Tetra Tech will prepare, distribute, and file appropriate notices.
11. CEQA Findings	As necessary, Tetra Tech will prepare the Findings of Fact and Statement of Overriding Considerations.

Project Management

Tetra Tech has earned an excellent reputation among clients for accomplishing quality work within critical time limits and on budget. Our approach to project management includes consistent communication and feedback and the implementation of a project management plan that consistently tracks tasks, budgets, schedules, and deliverables. We use our proven integrated project schedule tracking process. This process facilitates “critical path” scheduling and provides solutions to attain final deliverable dates should the schedule for any intermediate work element along the critical path slip. We ensure that the team assigned to a project meets the two basic capacity requirements—sufficient number of appropriate and experienced staff and an appropriate mix of qualifications and experience to perform the array of tasks within the scope of work.

To maintain established schedules, we use monthly progress reports to identify upcoming critical paths. The progress report is a monthly summary of all critical cost and schedule parameters, including analyses



of variances that exceed established thresholds and projections for at-completion budgets and cost variances. The Project Management Team will control and monitor the project and will coordinate and maintain regular contact with the City to communicate project status and progress. The Project Management Team will identify and justify any unforeseen proposed schedule changes and will establish internal due dates in advance of deadlines for deliverables to the City; this will provide ample time for internal editorial and technical review.

Section E Relevant Project Experience

We believe the best reference of our experience is our past and current performance on these featured projects, providing services similar to those required for the On-Call Environmental Services contract. The table below highlights key and relevant tasks we performed on these projects which demonstrates our team's qualifications and specialized expertise.

TABLE 2 RELEVANT PROJECT HIGHLIGHTS

RELEVANT PROJECT EXPERIENCE	CLIENT	CEQA/NEPA	Biological Resources	Air Quality / GHG Analysis	Cultural Resources	Noise Analysis	Traffic	Engineering Plans and Technical Specifications
Well 32 Rehabilitation and Pipeline Project	City of Santa Ana Public Works Agency	X	X	X	X	X		X
Well 12, Well 14, and Pipeline Project	Mesa Water District	X	X	X	X	X	X	X
Well No. 39 Hydro-generator Unit Replacement Project CATEX	City of Santa Ana Public Works Agency	X		X		X		X
C Adventure Park Multi-Benefit Stormwater Capture Park Project PEIR Addendum	Los Angeles County Public Works	X	X	X	X	X		
Central Park Master Plan Update Revision Project PEIR	City of Rancho Cucamonga	X	X	X	X	X	X	
Central Park Amphitheater Project	City of Rancho Cucamonga	X	X	X	X	X	X	
Santa Ana River Interceptor Line Relocation Project	Orange County Flood Control District	X	X	X	X	X	X	X
City of Huntington Beach Water Well Project Initial Study	City of Huntington Beach	X	X	X	X	X		X
Washington Avenue Well Project IS/MND	City of Santa Ana Public Works Agency	X	X	X	X	X		X
First Street Stabilization Project CATEX	City of Santa Ana Public Works Agency	X	X		X			X
1951 Cohort Pipeline Replacement Project	Mesa Water District	X			X			X
Crown Valley Pipeline Replacements Project IS/MND	Moulton Niguel Water District	X	X	X	X	X	X	X



Tetra Tech has considerable experience preparing environmental documents for projects under CEQA (as well as NEPA). Table 3 lists specific projects as examples of our recent and completed relevant project experience. Current, on-going relevant projects are presented in Table 4. Project experience for our subconsultant, UltraSystems is shown in Table 5.

TABLE 3. TETRA TECH RECENT RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
Well 32 Rehabilitation and Pipeline Project IS/MND and NEPA documentation. 2801 North Westwood Avenue, Santa Ana, CA 2020	Provided engineering design services and prepared IS/MND and NEPA documentation for the rehabilitation of existing Well No. 32 and construction of a new above ground well building and approximately 3,250 linear feet of new pipeline.	City of Santa Ana, Public Works Agency Contact: Armando Fernandez, PE, Senior Civil Engineer Phone: 714.647.5629 Email: Afernandez@santa-ana.org	Paula Fell – CEQA Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Amanda Beck – Biological Resources Jenna Farrell – Cultural Resources Erin King – Cultural Resources Kevin Fowler – Noise Chris Hulik – Noise Jeff Harrington – Air Quality/GHG Tiffanie Ramos – Air Quality/GHG
Well 12, Well 14, and Pipeline Project IS/MND 4011 W. Chandler Avenue and 3120 S. Croddy Way, Santa Ana, CA 2019	Provided engineering design services and prepared an IS/MND for two new water supply wells and pipelines.	Mesa Water District Contact: Phil Lauri, PE Assistant General Manager Phone: 949.631.1291 Email: phil@mesawater.org	Paula Fell – CEQA Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Jenna Farrell – Cultural Resources Kevin Fowler – Noise Amy Noddings – Biological Resources
Well No. 39 Hydro-generator Unit Replacement Project CATEX 2401 N. Bristol Street, Santa Ana, CA 2020	Prepared a CATEX for the replacement of a hydro-generator unit for the Well 39 building at the John Garthe Reservoir and Pump Station facility.	City of Santa Ana, Public Works Agency Contact: Armando Fernandez, PE, Senior Civil Engineer Phone: 714.647.5629 Email: Afernandez@santa-ana.org	Paula Fell – CEQA Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control



TABLE 3. TETRA TECH RECENT RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
Adventure Park Multi-Benefit Stormwater Capture Park Project PEIR Addendum 10130 S. Gunn Avenue, Whittier, CA 2021	Prepared an Addendum to a PEIR to evaluate the capture, treat, and discharge or reuse of urban runoff and stormwater per rain event from an approximately 6,985-acre drainage area.	Los Angeles County Public Works Contact: Grace Komjakraphan, Environmental Engineering Specialist Phone: 626.458.4330 Email: GKomjakraphan@dpw.lacounty.gov	Randy Westhaus, P.E. – Program Manager Paula Fell – CEQA Planner Jenna Farrell – Cultural Resources Kevin Fowler - Noise Amy Noddings – Biological Resources
City of Rancho Cucamonga Central Park Master Plan Update Revision Project Program EIR 11200 Base Line Road, Rancho Cucamonga, CA 2021	Preparing Program EIR for a comprehensive Master Plan which defines the development of the undeveloped portions of Central Park, identifying smaller (1.6- to 11-acre), buildable sections.	City of Rancho Cucamonga, Community Services Department Contact: Jeff Benson, Management Analyst II Phone: 909.774.2106 Email: Jeff.Bensen@cityofrc.us	Paula Fell – Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Amanda Beck – Biological Resources Jenna Farrell – Cultural Resources Kevin Fowler – Noise Chris Hulik – Noise Jeff Harrington – Air Quality/GHG Tiffanie Ramos – Air Quality/GHG
City of Rancho Cucamonga Central Park Amphitheater Project IS/MND 11200 Base Line Road, Rancho Cucamonga, CA 2019	Prepared IS/MND for an approximately 40,000-square foot amphitheater on 11 acres located at the Rancho Cucamonga Central Park. Project was completed under an extremely aggressive schedule in order to facilitate a grant application for funding.	City of Rancho Cucamonga, Community Services Department Contact: Jeff Benson, Management Analyst II Phone: 909.774.2106 Email: Jeff.Bensen@cityofrc.us	Paula Fell – Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Amanda Beck – Biological Resources Jenna Farrell – Cultural Resources Kevin Fowler – Noise Chris Hulik – Noise Jeff Harrington – Air Quality/GHG Tiffanie Ramos – Air Quality/GHG
Santa Ana River Interceptor Line Project Orange County, CA	Prepared the Supplemental EA and EIR Addendum for the relocation of the Orange County portion of the	Orange County Flood Control District Contact: Greg Yi Project Manager	Paula Fell – CEQA/NEPA Planner Derrick Coleman – Water Resources



TABLE 3. TETRA TECH RECENT RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
2017	pipeline between Prado Dam and Weir Canyon Road to allow operation of the Santa Ana River Mainstem Project.	Phone: 714.647.3962 Email: Greg.Yi@ocpw.ocgov.org	Jenna Farrell – Cultural Resources Kevin Fowler – Noise
City of Huntington Beach, Water Well Project Initial Study Westminster, CA 2017	Prepared an Initial Study for the construction of a new water well and associated pipeline.	City of Huntington Beach, Public Works Contact: Andrew Ferrigno, PE, Principal Civil Engineer Phone: 714.536.5291 Email: aferrigno@surf-hb.org	Paula Fell – Project Manager Derrick Coleman – CEQA Planner Kevin Fowler – Noise Jenna Farrell – Cultural Resources

TABLE 4. TETRA TECH CURRENT RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
Washington Avenue Well Project IS/MND 651-657 East Washington Avenue, Santa Ana, CA On-going	Providing engineering design services and preparing an IS/MND for the development of a new water well.	City of Santa Ana, Public Works Agency Contact: Armando Fernandez, PE, Senior Civil Engineer Phone: 714.647.5629 Email: Afernandez@santa-ana.org	Paula Fell – CEQA Task Lead Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Jenna Farrell – Cultural Resources
First Street Stabilization Project CATEX East First Street, Santa Ana, CA On-going	Preparing a CATEX and backup documentation for improvements to stabilize existing slopes along East First Street.	City of Santa Ana Contact: Craig Foster, CPSWQ, QSD/P NPDES Manager Phone: 714.647.5659 Email: Cfoster@santa-ana.org	Paula Fell – Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Amanda Beck – Biological Resources Jenna Farrell – Cultural Resources
Well 12, Well 14, and Pipeline Project Mitigation Support Santa Ana, CA On-going	Providing mitigation support for the construction of two new water supply wells and pipelines.	Mesa Water District Contact: Phil Lauri, PE Assistant General Manager Phone: 949.631.1291 Email: phil@mesawater.org	Paula Fell – CEQA Project Manager Jenna Farrell – Cultural Resources Amy Noddings – Biological Resources



TABLE 4. TETRA TECH CURRENT RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
1951 Cohort Pipeline Replacement Project Costa Mesa, CA On-going	Preparing a CATEX and backup documentation for replacing approximately 22,085 linear feet of existing pipelines and associated service lines, meter boxes, and old “dry barrel” fire hydrants.	Mesa Water District Contact: Phil Lauri, PE Assistant General Manager Phone: 949.631.1291 Email: phil@mesawater.org	Paula Fell – Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Jenna Farrell – Cultural Resources Julia Mates – Historic Resources
Crown Valley Pipeline Replacements Project IS/MND Dana Point and Laguna Niguel, CA On-going	Providing engineering design services and preparing an IS/MND for a water and sewer pipeline replacements project.	Moulton Niguel Water District Contact: Todd Dmytryshyn, PE, District Project Manager Phone: 949.425.3549 Email: TDmytryshyn@mnwd.com	Paula Fell – Project Manager Derrick Coleman – CEQA Support, Quality Assurance/Quality Control Amanda Beck – Biological Resources Jenna Farrell – Cultural Resources Kevin Fowler – Noise Chris Hulik – Noise Jeff Harrington – Air Quality/GHG Tiffanie Ramos – Air Quality/GHG

TABLE 5. ULTRASYSTEMS RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
Construction Environmental Monitoring for OC Streetcar Project Santa Ana and Garden Grove, CA On-going	Providing mitigation support for the construction a new east-west double-track modern streetcar line in Orange County between the Santa Ana Regional Transportation Center in Santa Ana and the Harbor Boulevard/ Westminster Avenue intersection in Garden Grove.	PGH Wong Engineering c/o Orange County Transportation Authority Contact: Guy Nakano, Civil Engineer Phone: 916.335.9005 Email: gnakano@pghwong.com	Betsy Lindsay – Program Manager Michael Rogozen – Project Manager Senior Principal Engineer Michelle Tollett – Biology Oscar Perez – Hazardous Materials Rod Buck – Hazardous Materials Steve O’Neil – Cultural Resources
OC Loop Segments O, P, and Q Project IS/MND, NEPA and	Preparing CEQA, NEPA, and SER requirements for	GHD Contact: Bruce Schmith, PE, ENV	Betsy Lindsay – Program Manager Margaret Partridge – Planning Hina Gupta – Planning



TABLE 5. ULTRASYSTEMS RELEVANT PROJECT EXPERIENCE

Project, Location, Completion Date	Project Description	Reference	Key Project Personnel
Caltrans Standard Environmental Reference (SER) Requirements Orange County, CA On-going	development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop.	SP, Senior Project Director Phone: 949.585.5274 Email: bruce.schmith@ghd.com	Michael Rogozen – Air Quality, GHG Emissions, Noise Michelle Tollett – Biology Steve O’Neil – Cultural and Tribal Cultural Resources
City of Commerce Transit Maintenance Facility Project IS/MND, NEPA Categorical Exclusion 5733 Sheila Street, Commerce, CA On-going	Preparing CEQA IS/MND and NEPA Categorical Exclusion for a transit maintenance facility that would serve the City’s transit fleet.	City of Commerce Contact: Claude McFerguson, Director of Transportation Phone: 323.887.4419 ext. 2235 Email: claudem@ci.commerce.ca.us	Betsy Lindsay – Program Manager Margaret Partridge – Project Manager Hina Gupta – Planning Michael Rogozen – Air Quality, Greenhouse Gas and Noise Michelle Tollett – Biology Steve O’Neil – Cultural Resources

Section F References

Tetra Tech has provided references for each of the representative projects in Section 1E, Tables 3, 4, and 5.

SECTION 2 SCOPE OF SERVICES AND SCHEDULE

The following presents our general technical approach and work plan for environmental services tasks.

Project Initiation

In preparation for commencement of a project, the Tetra Tech Project Manager will attend a kickoff meeting with the City within five working days of receiving a notice to proceed to coordinate the scope and schedule for completing the document. At or before the kickoff meeting, the Project Manager will gather sufficient details to prepare the description of the proposed project. These details may include: a full set of plans including a site plan; elevations and cross sections; floor plans (if applicable); a detailed grading and drainage plan indicating the limits of ground disturbance and grading volumes (cut, fill, and export/import); landscape plans; and lighting plans. Other project description details may include construction timing and phasing; construction equipment list; any other technical studies prepared for the project; and operation of the project (e.g., associated traffic if known, details special events, etc.).

Tetra Tech will develop a draft description of the proposed project and alternatives (if necessary) and will submit it to the City’s Project Manager for review and approval. After receipt of City’s comments, Tetra Tech will finalize the description of the proposed project and alternatives.

Draft Initial Study and Required Technical Studies

The analysis of a project’s potential environmental impacts will commence with the preparation of an IS. The IS will be prepared according to CEQA requirements and the State CEQA Guidelines (Section 15063). The most recent CEQA Environmental Checklist Form (Appendix G) will be used. Documentation for the review of a project’s potential environmental impacts follow a very prescriptive process that requires consideration of 21 separate subject areas. Each of these subject areas must address its own set of



questions designed to cover the potential range of impacts that could be faced. The questions range between 2 and 10 questions for each subject area, and total 93 questions over all subject areas.

- | | |
|--------------------------------------|---|
| I. Aesthetics | XII. Mineral Resources |
| II. Agriculture/Forestry Resources | XIII. Noise |
| III. Air Quality | XIV. Population/Housing |
| IV. Biological Resources | XV. Public Services |
| V. Cultural Resources | XVI. Recreation |
| VI. Energy | XVII. Transportation |
| VII. Geology/Soils | XVIII. Tribal Cultural Resources |
| VIII. Greenhouse Gas (GHG) Emissions | XIX. Utilities/Service Systems |
| IX. Hazards/Hazardous Materials | XX. Wildfire |
| X. Hydrology/Water Quality | XXI. Mandatory Findings of Significance |
| XI. Land Use/Planning | |

The preparation of an IS checklist includes completing all questions of the checklist with a written response to, or evaluation of, the impacts considered by the questions for each subject area. The responses provided in the IS will rely on information provided in separate technical studies prepared for the proposed action, or other existing documentation applicable to the specific subject area. Generally, many questions will not require an extensive or detailed discussion to provide appropriate scoring. However, it is our experience that several subject areas usually require more extensive responses to the questions. These include some combination of Air Quality/GHG, Cultural Resources, Noise, and Transportation; and, in many cases can also extend to Aesthetics, Biology, Geology, and Hydrology.

Technical Studies

Aesthetic Resources. Conducting an objective, thorough, and well-illustrated visual resource assessment is often a critical component of both public relations efforts and environmental review. It is a useful tool to assist the public in understanding what a project will look like when placed in the environment. Tetra Tech provides state-of-the-art visual impact studies that meet the technical and procedural needs of permitting authorities, illustrating to stakeholders how the project would appear and from which angles it would be visible. Our team is experienced with determining key observation points and providing analyses to address concerns of sensitive viewers while meeting CEQA requirements. In addition, Tetra Tech has extensive experience developing scientifically defensible photo simulations using project photography, GIS, 3D graphic design software, and visual simulation expertise.

Air Quality Study/Greenhouse Gas Assessment. Air assessments can address criteria pollutants, air toxic emissions, climate change impacts (GHG), and health risks relative to project activities. Both the construction and operation phases of projects can produce emissions of criteria pollutants which must be evaluated, and time-phased quantities compared to allowable limits established by the governing air quality management district for the project location. Tetra Tech is a leading provider of air quality services. Company expertise includes the following services: air emissions impact assessments, air monitoring and sampling, dispersion modeling and health risk assessments, GHG emissions inventory and certification, permit application, regulatory analysis and support, stationary and mobile source testing, and technical evaluation and demonstration of advanced control technologies.

Biological Resources Assessment. Botanical and wildlife species are commonly among the most important resources evaluated under CEQA. Certainly, the presence of plants and animals on federal or state Threatened or Endangered species lists will require even more intense review. Concern over potential impacts to biological resources is often the basis for legal action which can cause project delays or even cancellations. Therefore, it is critically important that all potentially important or significant species associated with a project site or region are identified early, are evaluated using appropriate survey protocols, and data are collected with methods designed to preserve accuracy and detail. Tetra Tech's



team can provide standard field survey capabilities and special status species expertise that can be applied to terrestrial plants and animals, wetlands areas, and avian species considerations.

Cultural Resources Study/Historical Resources Assessment. The Tetra Tech Team includes experienced cultural resource managers with training in Anthropology and Archaeology, and experience in community outreach, including outreach to Native American Tribes. Tetra Tech's archaeologists and architectural historians have the national and regional expertise and experience to perform literature and record reviews, conduct pedestrian and intensive surveys to identify and evaluate historic and prehistoric properties. Our cultural resources staff exceed the Secretary of the Interior's Standard Qualifications for History, Architectural History, and Archaeology, allowing us to provide archaeological and historic architectural studies and reporting. Tetra Tech staff have also conducted site evaluations and, nominations and monitoring following California Register of Historical Resources and National Register of Historic Places criteria and guidelines. Tetra Tech has extensive experience working with the California State Historic Preservation Office, conducting Tribal consultation, and experience with Section 106 of the National Historic Preservation Act in conjunction with CEQA.

Hazards/Hazardous Materials/Environmental Site Assessments. A Phase I Environmental Site Assessment (ESA) is a "due diligence" process, which identifies hazardous and potentially hazardous conditions in and/or adjacent to the site. ESAs consist of record reviews and property research activities and may include sampling of building materials. ESAs provide important information regarding property value, liability issues, and redevelopment constraints. If recognized environmental conditions or known environmental impairments are identified, a Phase II ESA may be conducted to determine the potential nature and extent of contamination. Our ESAs consistently meet or exceed current American Standard Test Method standards, agency requirements, and client expectations. Our services include: Phase I and II ESAs, Resource Conservation and Recovery Act/Comprehensive Environmental Response, Compensation, and Liability Act investigations, underground storage tank investigations, sediment/water quality analysis, hazardous materials/hazardous waste assessment, health risk assessment, impact assessments, soil and groundwater sampling, pilot testing and full-scale remediation.

Geology/Soils/Minerals Studies. Evaluating the possibility that a project could create unstable conditions, or that the location of a project could elevate specific hazardous conditions for the completed development (particularly if structures are involved) are among the effects considered by a geologic evaluation. Local topography, proposed project grading, soil compaction requirements, and erosion potential all must be considered to evaluate how a project might impact local geology and soils. The availability of mineral resources in the project area must be determined to evaluate how a project might impact access to these resources. Proximity to fault zones, areas with high liquefaction potential, and the prevalence of expansive soils (containing certain clay types) all affect the potential that the local geology and soils could exacerbate hazards for a project. Tetra Tech geologists and engineers are expert in evaluating and describing these local conditions and can evaluate the ways in which geology, soils and mineral resources could impact, or be impacted by, a project. Tetra Tech has broad experience with geotechnical projects ranging from geotechnical investigation and materials testing to foundation design.

Hydrology/Water Quality Study. Water issues are of paramount consideration in southern California, and CEQA assessment requires that both water quality and water supply (particularly relative to groundwater) issues are evaluated. Tetra Tech is a leader in water analysis from an engineering perspective and from an environmental perspective. We have experts in water supply engineering (including groundwater extraction and water infrastructure design) and environmental evaluations. Tetra Tech can provide technical studies to evaluate and provide clear and concise assessments of any aspect of potential environmental effects from almost any imaginable project.

Noise Impact Study. Tetra Tech can evaluate and calculate noise and vibration levels expected during the construction and operation phases of a project. Construction noise impact evaluations consider the



construction activity, type of equipment to be used, equipment operational time, and the expected levels of equipment noise and vibration. Operation noise impact evaluations consider noise generating operation activities, including those associated with increases in traffic. The calculations are used to evaluate noise and vibration levels for any identified sensitive receptors at their specific locations. Tetra Tech also evaluates the noise impacts from the proposed project in accordance with the local (and applicable) noise ordinance.

Utility Studies/Sewer Studies/Water Supply Assessment. Tetra Tech has supported various cities and water agencies throughout Orange County on Utility/Sewer Studies and Water Supply Assessments including Santa Ana, Huntington Beach, Orange, Anaheim, Tustin, Newport Beach, Mesa Water District, South Orange County Wastewater Authority, Irvine Ranch Water District, and Moulton Niguel Water District. These services include the preparation of Water and Wastewater Master Plans and studies/analyses in support of infrastructure design projects.

Transportation. One of the primary ways a project causes impacts is through additional vehicular traffic during the construction phase or during the operation phase (after construction). Therefore, the various project components, such as parking supply, vehicular access, and project operation activities are all important. Tetra Tech can tailor a transportation technical study to the proposed project, considering both its construction requirements and anticipated operational activities in the context of its proposed location.

On-call Staff Consulting

Tetra Tech can provide the on-call specialized expertise and the depth of resources necessary to support the City in quickly resolving environmental and technical issues and challenges.

Draft Environmental Document

Level of Documentation. If the screencheck draft IS identifies no potentially significant impacts, then a Public Draft ND will be released to the public. If the screencheck draft IS identifies potentially significant impacts that can be reduced to less than significant levels with implementation of mitigation measures (in addition to the Best Management Practices), then a Public Draft MND will be released to the public.

Should the IS identify potentially significant impacts that cannot be fully reduced to less than significant levels through the implementation of mitigation measures, or should the City reject the acceptance of any mitigation measures, then significant residual impacts will occur and preparation of an EIR will be necessary.

Notices: Tetra Tech will prepare, as appropriate, the notices for the ND, MND, or EIR. A Notice of Intent and a Notice of Completion (NOC) will be prepared for the Public Draft ND or MND. After the Final ND or MND has been certified by the Lead Agency, a Notice of Determination (NOD) will be prepared.

Prior to the preparation of the Draft EIR, a Notice of Preparation will be prepared to serve as a scoping document for the project. When the Public Draft EIR is ready for publication, a Notice of Availability (NOA) and a NOC will be prepared. A NOA and a NOC will also be prepared for the Public Final EIR, when that document is ready for publication. After the Final EIR has been certified by the Lead Agency, a NOD will be prepared.

Mitigation Monitoring and Reporting Program. When mitigation measures are required, the Final IS/MND or EIR will contain a Mitigation, Monitoring, and Reporting Program as an appendix that will be revised with each version of the document.

Document and Notice Production and Circulation: Tetra Tech will support the City in developing a mailing list for circulation of the public document. Tetra Tech has full in-house capabilities to produce the large number of documents potentially required to circulate the Public Draft documents, including the ability to produce large quantities of compact discs. Tetra Tech can provide full support in noticing for a public



document including, as appropriate, publication of notices in the newspaper, and posting of notices with the County Clerk and the State Clearinghouse.

Public Involvement/Outreach: Public involvement is a critical component of the CEQA process. We develop thoughtful public involvement programs, compile mailing lists, prepare public notices, distribute review documents, prepare outreach materials, develop web sites, and organize and facilitate public meetings. Tetra Tech has extensive experience facilitating public meetings for scoping and draft document hearings including preparing and conducting presentations.

Final Environmental Document: Upon receipt of public comments on the draft public document, Tetra Tech will organize and bracket each comment for easy review by the City. Tetra Tech will meet with the City to discuss the appropriate response to substantive comments. Tetra Tech will provide a draft response to each comment in a response to comments table and will incorporate text changes into an administrative final document, where necessary, in strikeout/double underline format for easy review. Tetra Tech will provide the response to comments table and administrative final document to the City for review and comment.

Comments on the administrative final document will be incorporated into a screencheck final document. Upon final decision-maker action on the final document, Tetra Tech will prepare a Final ND, MND, or EIR documenting any changes to the document.

If Statements of Overriding Consideration and Findings of Fact are required for a project, Tetra Tech can prepare a draft version of this document for review and comment.

NEPA Documents

A NEPA document would be required if there is a federal nexus such as federal funding provided for a project. During project kick-off, Tetra Tech will meet with the City to determine if a NEPA document is required, and if so, at what level. The types of NEPA documents that may be needed include: Categorical Exclusion, EA/Finding of No Significant Impact, or EIS/Record of Decision. Below is a summary of the general tasks to be completed for an EA or EIS, in conjunction with the appropriate CEQA document:

- Conduct project startup
- Set up administrative record database
- Initial coordination with the City and NEPA Lead Agency
- Prepare project description, purpose, need, and alternatives
- Prepare Notice of Intent
- Conduct scoping meeting/public workshops, as needed
- Prepare Draft EA or EIS
- Analyze project action and alternatives
- Prepare other required sections
- Submit screencheck Draft EA or EIS for review
- Prepare public review Draft EA or EIS
- Conduct scoping meeting/public workshops, as needed
- Prepare Final EA/Finding of No Significant Impact or Final EIS/Record of Decision
- Complete and finalize administrative record

Attendance at Meetings

Tetra Tech keeps clients updated on project activities through conference calls and e-mail messages. Depending on the scope of each task assignment, the frequency of project coordination calls and meetings and the preferred method of communication between management and resource staff may vary. Specific



project communication may include: kick-off and coordination meetings; status meetings and teleconferences between the City and the Tetra Tech team; attending and assisting the City at City Council meetings, and with appropriate regulatory agencies, as necessary.

Estimated Schedule

Below are example schedules for preparing either an IS/MND or an EIR. This schedule does not include review by City Staff. Those review times will be included in the schedule during project initiation.

IS/MND EXAMPLE SCHEDULE	
Task Description	Length of Time ¹
Project Initiation	1 week
Prepare Project Description	1 week
Prepare Administrative IS/MND	8 weeks
Prepare Public IS/MND	2 weeks
30-Day Review Period	4 weeks
Prepare Final IS/MND	4 weeks
¹ Note: When feasible, undertaking of tasks overlap, shortening the overall schedule.	

EIR EXAMPLE SCHEDULE	
Task Description	Length of Time ¹
Project Initiation	1 week
Prepare Project Description	1 week
Notice of Preparation/Scoping Meeting/ Notice Period	6 weeks
Prepare Administrative Draft EIR	8 weeks
Prepare Draft EIR	4 weeks
Public Review Period/Prepare Administrative Final EIR	8 weeks
Prepare Final PEIR/CEQA Findings	4 weeks
¹ Note: When feasible, undertaking of tasks overlap, shortening the overall schedule.	



APPENDIX B CERTIFICATIONS

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

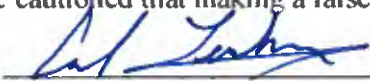
NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed



State of California

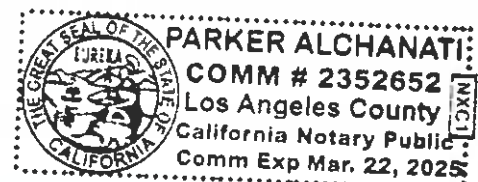
County of Orange

Subscribed and sworn to (or affirmed) before me on this 20 day of October, 2021 by Carl Lenker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature

Notary Public Seal




Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Tetra Tech, Inc.
Signed and Printed Name:  Carl Lenker
Title Senior Project Engineer
Date 10/20/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ~~LOS ANGELES~~ *Orange*

On October 20, 2021 before me, Parker Alchanati, Notary Public,
personally appeared

Carl Lenker

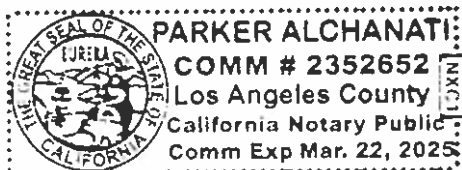
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Parker Alchanati

Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: _____

Document Date: _____

Number of Pages: _____

Number of Signatures Notarized (circle): 1 2 3 4 Other: _____

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Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS


The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 
Title: Senior Project Engineer
Firm: Tetra Tech, Inc.
Date: 10/20/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ~~LOS ANGELES~~ Orange

On October 20, 2021 before me, Parker Alchanati, Notary Public,
personally appeared

Carl Lenker

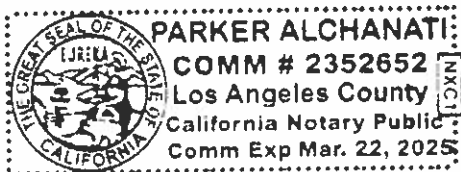
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and that by (his) (her) (their) signature(s) on the instrument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

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

Witness my hand and official seal.

Parker Alchanati

Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

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Name of Document: _____

Document Date: _____

Number of Pages: _____

Number of Signatures Notarized (circle): 1 2 3 4 Other: _____

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EXHIBIT C

CONSULTANT'S FEE & COSTS PROPOSAL

TETRA TECH, INC.
SCHEDULE OF HOURLY RATES

CLASSIFICATION	RATE
Engineers / Scientists / Planners	
Eng/Sci/Planner Technician I	\$35.00
Eng/Sci/Planner Technician II	\$45.00
Eng/Sci/Planner Technician III	\$53.00
Eng/Sci/Planner Technician IV	\$63.00
Eng/Sci/Planner Staff I	\$70.00
Eng/Sci/Planner Staff II	\$80.00
Eng/Sci/Planner Staff III	\$90.00
Eng/Sci/Planner Staff IV	\$100.00
Eng/Sci/Planner Staff V	\$110.00
Eng/Sci/Planner Staff VI	\$120.00
Eng/Sci/Planner Staff VII	\$130.00
Eng/Sci/Planner Staff VIII	\$140.00
Eng/Sci/Planner Senior Staff I	\$150.00
Eng/Sci/Planner Senior Staff II	\$160.00
Eng/Sci/Planner Senior Staff III	\$170.00
Eng/Sci/Planner Senior Staff IV	\$180.00
Eng/Sci/Planner Manager I	\$190.00
Eng/Sci/Planner Manager II	\$199.00
Senior Consultants / Principals	
Senior Consultant I	\$215.00
Senior Consultant II	\$230.00
Senior Consultant III	\$245.00
Principal I	\$260.00
Principal II	\$275.00
Principal III	\$290.00
GIS / Designers / Drafters	
GIS / Design Staff I	\$70.00
GIS / Design Staff II	\$82.00
GIS / Design Staff III	\$97.00
GIS / Design Staff IV	\$110.00
GIS / Design Staff V	\$120.00
GIS / Design Staff VI	\$135.00
GIS / Design Manager I	\$150.00
Financial Support / Procurement / Administrative	
Project Support Services I	\$63.00
Project Support Services II	\$72.00
Project Support Services III	\$86.00
Project Support Services IV	\$97.00
Project Support Services V	\$107.00
Project Support Services VI	\$118.00
Project Support Services VII	\$130.00
Project Support Services VIII	\$142.00
Project Support Services Manager I	\$155.00
Project Support Services Manager II	\$169.00

Rates are good through 2021 only and are subject to annual escalation thereafter.

Rates include direct labor, overhead, G&A, and fee.

Expert Witness Testimony will be charged at standard rates plus 25%

All other direct costs and subcontract costs will be charged at cost plus 10% .

Appendix
ATTACHMENT 4
CALTRANS ATTACHMENTS

Please see below.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Tetra Tech, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. RFP-21-105 Contract No. _____ Participation Amount \$ 2,000,000.00 Date 01/12/2023

For Combined Rate	Overhead % x General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	158.15 % x 5.58 %	=	172.55%
For Field Office Rate	71.07 % x 5.58 %	=	80.62%
Fee			= 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Paula Fell – Senior Project Manager * Principal Engineer/Scientist/Tech Specialist	\$142.51	\$181.97	\$221.42	01/01/2023	12/31/2023	\$71.73		Not Applicable
	\$150.48	\$192.14	\$233.80	01/01/2024	12/31/2024	\$75.74	5.6%	
	\$156.07	\$199.29	\$242.49	01/01/2025	12/31/2025	\$78.56	3.7%	
Mike Koester – Operations Director* Manager Engineering Discipline	\$317.13	\$0.00	\$0.00	01/01/2023	12/31/2023	\$105.78		Not Applicable
	\$334.86	\$0.00	\$0.00	01/01/2024	12/31/2024	\$111.69	5.6%	
	\$347.31	\$0.00	\$0.00	01/01/2025	12/31/2025	\$115.85	3.7%	
Randy Westhaus – Director* Senior Consultant I	\$260.95	\$0.00	\$0.00	01/01/2023	12/31/2023	\$87.04		Not Applicable
	\$275.54	\$0.00	\$0.00	01/01/2024	12/31/2024	\$91.91	5.6%	
	\$285.79	\$0.00	\$0.00	01/01/2025	12/31/2025	\$95.32	3.7%	
Derrick Coleman, PhD – Senior Project Manager * Principal Engineer/Scientist/Tech Specialist	\$146.13	\$186.58	\$227.04	01/01/2023	12/31/2023	\$73.55		Not Applicable
	\$154.30	\$197.01	\$239.73	01/01/2024	12/31/2024	\$77.66	5.6%	
	\$160.04	\$204.34	\$248.65	01/01/2025	12/31/2025	\$80.55	3.7%	
Connie Farmer – Senior Project Manager *	\$220.51	\$260.96	\$301.41	01/01/2023	12/31/2023	\$73.55		Not Applicable
	\$232.84	\$275.55	\$318.26	01/01/2024	12/31/2024	\$77.66	5.6%	

Principal Engineer/Scientist/Tech Specialist	\$241.50	\$285.80	\$330.10	01/01/2025	12/31/2025	\$80.55	3.7%	
Jenna Farrell – Archaeologist*	\$140.58	\$0.00	\$0.00	01/01/2023	12/31/2023	\$46.89		Not Applicable
Associate Engineer/Scientist/Tech Specialist	\$148.44	\$0.00	\$0.00	01/01/2024	12/31/2024	\$49.51	5.6%	
	\$153.96	\$0.00	\$0.00	01/01/2025	12/31/2025	\$51.35	3.7%	
Julia Mates – Senior Historian*	\$142.71	\$0.00	\$0.00	01/01/2023	12/31/2023	\$47.60		Not Applicable
Professional Services	\$150.69	\$0.00	\$0.00	01/01/2024	12/31/2024	\$50.26	5.6%	
	\$156.29	\$0.00	\$0.00	01/01/2025	12/31/2025	\$52.13	3.7%	
Erin King – Archaeologist*	\$146.93	\$0.00	\$0.00	01/01/2023	12/31/2023	\$49.01		Not Applicable
Engineer/Scientist/Tech Specialist	\$155.14	\$0.00	\$0.00	01/01/2024	12/31/2024	\$51.75	5.6%	
	\$160.91	\$0.00	\$0.00	01/01/2025	12/31/2025	\$53.67	3.7%	
Michelle Bates - Principal Biologist*	\$227.40	\$0.00	\$0.00	01/01/2023	12/31/2023	\$75.85		Not Applicable
Engineer/Scientist/Tech Specialist	\$240.11	\$0.00	\$0.00	01/01/2024	12/31/2024	\$80.09	5.6%	
	\$249.04	\$0.00	\$0.00	01/01/2025	12/31/2025	\$83.07	3.7%	
Amy Noddings - Senior Biologist*	\$158.30	\$0.00	\$0.00	01/01/2023	12/31/2023	\$52.80		Not Applicable
Planner	\$167.15	\$0.00	\$0.00	01/01/2024	12/31/2024	\$55.75	5.6%	
	\$173.37	\$0.00	\$0.00	01/01/2025	12/31/2025	\$57.83	3.7%	
Amanda Beck – Biologist*	\$99.34	\$126.84	\$154.34	01/01/2023	12/31/2023	\$50.00		Not Applicable
Engineer/Scientist/Tech Specialist	\$104.89	\$133.93	\$162.97	01/01/2024	12/31/2024	\$52.80	5.6%	
	\$108.80	\$138.91	\$169.03	01/01/2025	12/31/2025	\$54.76	3.7%	
Jeffery Harrington - C&E Program Manager*	\$252.02	\$0.00	\$0.00	01/01/2023	12/31/2023	\$84.06		Not Applicable
Principal Engineer/Scientist/Tech Specialist	\$266.11	\$0.00	\$0.00	01/01/2024	12/31/2024	\$88.76	5.6%	
	\$276.01	\$0.00	\$0.00	01/01/2025	12/31/2025	\$92.06	3.7%	
Tiffanie Ramos - Environmental Engineer*	\$154.19	\$0.00	\$0.00	01/01/2023	12/31/2023	\$51.43		Not Applicable
Senior Engineer/Scientist/Tech Specialist	\$162.81	\$0.00	\$0.00	01/01/2024	12/31/2024	\$54.30	5.6%	
	\$168.87	\$0.00	\$0.00	01/01/2025	12/31/2025	\$56.33	3.7%	
Jay Neuhaus - Project Manager/Principal*	\$229.53	\$0.00	\$0.00	01/01/2023	12/31/2023	\$76.56		Not Applicable
Principal Engineer/Scientist/Tech Specialist	\$242.36	\$0.00	\$0.00	01/01/2024	12/31/2024	\$80.84	5.6%	
	\$251.38	\$0.00	\$0.00	01/01/2025	12/31/2025	\$83.85	3.7%	
Carl Lenker, PE - Senior Project Environmental Engineer*	\$240.71	\$0.00	\$0.00	01/01/2023	12/31/2023	\$80.29		Not Applicable
Principal Engineer/Scientist/Tech Specialist	\$254.17	\$0.00	\$0.00	01/01/2024	12/31/2024	\$84.78	5.6%	
	\$263.62	\$0.00	\$0.00	01/01/2025	12/31/2025	\$87.93	3.7%	
Lindsay Southerland - Project Manager, Public Outreach*	\$148.46	\$0.00	\$0.00	01/01/2023	12/31/2023	\$49.52		Not Applicable
Senior Engineer/Scientist/Tech Specialist	\$156.76	\$0.00	\$0.00	01/01/2024	12/31/2024	\$52.29	5.6%	
	\$162.59	\$0.00	\$0.00	01/01/2025	12/31/2025	\$54.23	3.7%	

Max Pivonka - Environmental Scientist*	\$86.49	\$0.00	\$0.00	01/01/2023	12/31/2023	\$28.85		Not Applicable
	\$91.32	\$0.00	\$0.00	01/01/2024	12/31/2024	\$30.46	5.6%	
Assistant Engineer/Scientist/Tech Specialist	\$94.72	\$0.00	\$0.00	01/01/2025	12/31/2025	\$31.60	3.7%	
Neha Gajjar, PE - Project Manager*	\$286.82	\$0.00	\$0.00	01/01/2023	12/31/2023	\$95.67		Not Applicable
	\$302.85	\$0.00	\$0.00	01/01/2024	12/31/2024	\$101.02	5.6%	
Project Manager	\$314.12	\$0.00	\$0.00	01/01/2025	12/31/2025	\$104.78	3.7%	
Laurence Esguerra, PE - Project Manager*	\$240.71	\$0.00	\$0.00	01/01/2023	12/31/2023	\$80.29		Not Applicable
	\$254.17	\$0.00	\$0.00	01/01/2024	12/31/2024	\$84.78	5.6%	
Project Manager	\$263.62	\$0.00	\$0.00	01/01/2025	12/31/2025	\$87.93	3.7%	
Erica Jenkins - Design Engineer*	\$174.26	\$0.00	\$0.00	01/01/2023	12/31/2023	\$58.13		Not Applicable
	\$184.00	\$0.00	\$0.00	01/01/2024	12/31/2024	\$61.37	5.6%	
Engineer/Scientist/Tech Specialist	\$190.85	\$0.00	\$0.00	01/01/2025	12/31/2025	\$63.66	3.7%	
Perry Patton - Principal Civil Engineer*	\$207.94	\$0.00	\$0.00	01/01/2023	12/31/2023	\$69.36		Not Applicable
	\$219.56	\$0.00	\$0.00	01/01/2024	12/31/2024	\$73.24	5.6%	
Principal Engineer/Scientist/Tech Specialist	\$227.73	\$0.00	\$0.00	01/01/2025	12/31/2025	\$75.96	3.7%	
Drew Timmis - Sci. Biologist I*	\$83.74	\$0.00	\$0.00	01/01/2023	12/31/2023	\$27.93		Not Applicable
	\$88.42	\$0.00	\$0.00	01/01/2024	12/31/2024	\$29.49	5.6%	
Associate Engineer/Scientist/Tech Specialist	\$91.71	\$0.00	\$0.00	01/01/2025	12/31/2025	\$30.59	3.7%	
Kevin Fowler - Senior Acoustic Engineer*	\$216.31	\$0.00	\$0.00	01/01/2023	12/31/2023	\$72.15		Not Applicable
	\$228.40	\$0.00	\$0.00	01/01/2024	12/31/2024	\$76.18	5.6%	
Principal Engineer/Scientist/Tech Specialist	\$236.90	\$0.00	\$0.00	01/01/2025	12/31/2025	\$79.02	3.7%	
Chris Hulik - Acoustic Scientist*	\$138.96	\$0.00	\$0.00	01/01/2023	12/31/2023	\$46.35		Not Applicable
	\$146.73	\$0.00	\$0.00	01/01/2024	12/31/2024	\$48.94	5.6%	
Engineer/Scientist/Tech Specialist	\$152.19	\$0.00	\$0.00	01/01/2025	12/31/2025	\$50.76	3.7%	
Chris Noddings - Senior Engineer*	\$169.36	\$0.00	\$0.00	01/01/2023	12/31/2023	\$56.49		Not Applicable
	\$178.83	\$0.00	\$0.00	01/01/2024	12/31/2024	\$59.65	5.6%	
Project Manager	\$185.48	\$0.00	\$0.00	01/01/2025	12/31/2025	\$61.87	3.7%	
Adrian Lee, PE - Design Engineer*	\$139.80	\$0.00	\$0.00	01/01/2023	12/31/2023	\$46.63		Not Applicable
	\$147.61	\$0.00	\$0.00	01/01/2024	12/31/2024	\$49.24	5.6%	
Engineer/Scientist/Tech Specialist	\$153.11	\$0.00	\$0.00	01/01/2025	12/31/2025	\$51.07	3.7%	
Joe Harrison - Senior Engineer*	\$149.96	\$0.00	\$0.00	01/01/2023	12/31/2023	\$50.02		Not Applicable
	\$158.34	\$0.00	\$0.00	01/01/2024	12/31/2024	\$52.82	5.6%	
Planner	\$164.23	\$0.00	\$0.00	01/01/2025	12/31/2025	\$54.78	3.7%	

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Rates above are good through 2025 and are subject to annual escalation thereafter.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Tetra Tech, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. RFP 21-105 Contract No. _____ Date 01/12/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		0.665	\$	\$ TBD
Equipment Rental and Supplies		TBD	\$	\$ TBD
Permit Fees		TBD	\$	\$ TBD
Plan Sheets		TBD	\$	\$ TBD
Test		TBD	\$	\$ TBD
Vehicle		TBD	\$	\$ TBD
Subconsultant 1: UltraSystems				\$ TBD
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____


* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

[illegible]

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8.00%
 3. Project Description: On Call Environmental Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: Tetra Tech, Inc. 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$950,000.00
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 76,000.00 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount			
Air Quality, Greenhouse Gas, Noise, Biological Resources, and Cultural	25485	UltraSystems Environmental Inc., Betsy Lindsay, 949-788-4900,	\$ 76,000.00			
Local Agency to Complete this Section						
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$ 76,000.00			
21. Federal-Aid Project Number: _____			8.00 %			
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div> <p>23. Local Agency Representative's Signature _____</p> <p>24. Date _____</p> <p>25. Local Agency Representative's Name _____</p> <p>26. Phone _____</p> <p>27. Local Agency Representative's Title _____</p> </div> <div> <p>15. Preparer's Signature  _____</p> <p>16. Date <u>1/12/2023</u></p> <p>17. Preparer's Name <u>Mike Koester, CHMM, REP</u></p> <p>18. Phone <u>303.291.6265</u></p> <p>19. Preparer's Title <u>Vice President</u></p> </div> </div>					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.						

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%
 3. Project Description: On-Call Engineering Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: UltraSystems Environmental 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$950,000.00
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Environmental Consulting Services	25485	Betsy A. Lindsay	\$76,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$ \$76,000
21. Federal-Aid Project Number: _____			8 %
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><i>Betsy Lindsay</i> 1/9/2023</p> <p>15. Preparer's Signature 16. Date</p> <p>Betsy A. Lindsay 949/788-4900 x4</p> <p>17. Preparer's Name 18. Phone</p> <p>President/CEO</p> <p>19. Preparer's Title</p>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

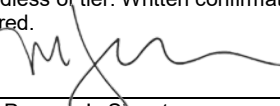
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8.00%
 3. Project Description: On Call Environmental Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: Tetra Tech, Inc. 6. Prime Certified DBE: ☐

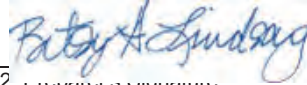
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
On-Call Environmental Services	NA	NA	0.00
Air Quality, Greenhouse Gas, Noise, Biological Resources, and Cultural Resources Studies.	25485	Betsy Lindsay, 949-788-4900, blindsay@ultrasystems.com	8.00
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			11. TOTAL CLAIMED DBE PARTICIPATION 8.00 % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature <u>10/20/2021</u> Mike Koester, CHMM, REP 13. Date 14. Preparer's Name <u>303.291.6265</u> Vice President 15. Phone 16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%
 3. Project Description: On-Call Environmental Services
 4. Project Location: TBD
 5. Consultant's Name: UltraSystems Environmental Inc. 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Environmental Consulting Services	25485	Betsy A. Lindsay, President/CEO 949-788-4900 x227	8
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	8 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Betsy A. Lindsay 14. Preparer's Name President/CEO 16. Preparer's Title </div> <div> 10/05/2021 13. Date 949-788-4900 x227 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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