

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### PSOMAS

#### Biological and Environmental Consulting Services to Support Park Improvements and Maintenance Work at Fairmount Park (RFP No. 2411)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and PSOMAS, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Biological and Environmental Consulting Services to Support Park Improvements and Maintenance Work at Fairmount Park (RFP No. 2411) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for two (2) years from the Effective Date above, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Twelve Thousand Five Hundred Fifty-Seven Dollars (\$312,557.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Parks, Recreation & Community Services  
Department  
City of Riverside  
Attn: Director  
3900 Main Street  
Riverside, CA 92522

To Consultant

Psomas  
Attn: Ann Johnston  
1650 Spruce Street, Suite 400  
Riverside, CA 92507

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of

the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

### **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**12.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

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

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the



termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

PSOMAS,  
a California corporation

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: Ann M. Johnston  
Print Name: Ann M. Johnston  
Title: Vice President

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

and

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Certified as to Availability of Funds:

By: Kristin  
Asst. Chief Financial Officer

Approved as to Form:

By: Sean Murphy  
Sean B. Murphy  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF SERVICES

#### **Background:**

Fairmount Park is a 280-acre regional park owned and operated by the City of Riverside. The park has many recreational amenities such as a lake system, bandshell, playgrounds, seasonal water play area, lawn bowling, golf course and acres of open space for passive recreation. There is also an 89-acre undeveloped area called the Boy Scout Camp or Camp Evans. This area is heavily vegetated with a mix of native and non-native plants and trees. The City has two separate but overlapping projects taking place in the Boy Scout Camp Area. See Exhibit C. There is a Riverside County Flood Control easement over the Camp Evans area, and encroachment permits are needed for work taking place in this area.

In 2022, a rare plant survey, burrowing owl survey, and riparian birds survey were conducted covering this project area, though not specifically for this project. These reports are included as reference documents in Exhibit E.

Springbrook (also known as University) Wash flows into the Fairmount Park Lake system. The reach between Market Street and Fairmount Lake is overgrown with vegetation. There is an Army Corp of Engineers Conservation Easement over Springbrook Wash (see Exhibit E).

The City is seeking services for three specific current projects. The needed biological and environmental consultant services generally includes:

- Preparation, submittal, and coordination of all regulatory permits required for the park improvements and maintenance work. Regulatory agencies may include but are not necessarily limited to:
  - Riverside County Flood Control District
  - California Department of Fish and Wildlife
  - Army Corp of Engineers
  - State of California Santa Ana Regional Water Quality Control Board
  - Western Riverside Regional Conservation Authority (Western Riverside County Multiple Species Habitat Conservation Plan)
- On-site biological monitoring and construction/maintenance support services
- Environmental consulting and support for California Environmental Quality Act (CEQA) compliance as may be needed to get natural resource regulatory agency approval to perform work

#### **Project 1 – Boy Scout Camp Fire Fuel Reduction:**

The City has received a California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention grant through CalFire to reduce the fire fuel load at the Boy Scout Camp area by removing non-native and invasive vegetation. The grant



agreement and grant project description are attached in Exhibit E of this RFP.

A location map and site plan are provided in Exhibit C. The Fire Fuel Reduction project will remove non-native invasive species such as Giant Arundo, Mexican Fan Palm, Castor Bean, Salt Cedar, and Blue Gum Eucalyptus from within an 86.9-acre Boy Scout Camp Area. About 40 acres of understory invasive fire fuels will be removed. Two unnamed tributaries to the Santa Ana River run through the area.

The Fire Fuel Reduction Project vegetation removal is planned to start no earlier than September 16th, 2024, but as soon as possible after that date.

Project 2 – Stormdrain Outlet Maintenance Grading:

Within the Camp Evans area, there is a stormdrain that outlets into a tributary to the Santa Ana River. Sediment has built-up at the mouth of the stormdrain outlet such that water backs up into the stormdrain and causes flooding upstream within Fairmount Park. A contractor has been hired to perform maintenance grading, to start after September 2024 in order to avoid bird nesting season.

An application for a Lake and Streambed Alteration (LSA) Agreement was submitted to the California Department of Fish and Wildlife (CDFW), and a draft agreement has been received by the City. The draft agreement is attached in Exhibit E. The consultant shall provide the biological and environmental services as described in the draft agreement. CEQA is required before CDFW will execute the agreement.

The City is currently working on a Park Master Plan for the Camp Evans site. A CEQA document is being prepared that will also cover the work in the stormdrain. We anticipate submitting the draft CEQA document to CDFW in September, 2024 and hope they will execute the LSA agreement at that time.

The project has been submitted to the Army Corps of Engineers (ACOE). Their response states the project does not constitute or include an alteration or modification to the Federal Project and therefore, does not require a Section 408 permission. A Section 404 Nationwide Permit (NWP) Pre-Construction Notice has been submitted and the City is currently waiting for a response. The City may require the Consultant's assistance with ACOE approval for the project.

The project has been submitted to the Riverside County Flood Control District. The remaining items before they will approve the project is completion of the environmental permitting through CDFW and the ACOE's approval.

Project 3 – Springbrook (a.k.a. University) Wash vegetation removal

The City will be removing dead and non-native plants and trash from University Wash (Springbrook Wash), upstream of Lake Evans to Market Street at Fairmount Park. The purpose of this work is to ensure conveyance and reduce flooding which usually necessitates closure of Bowling Green Drive during the rainy season. This project site is within a conservation easement required by the Army Corp of Engineers, and there



was a California Department of Fish and Wildlife 1602 permit that has now expired (see exhibit E – Reference Documents).

**Scope of Services:**

The City requires biological and environmental consulting services to obtain natural resource agency approvals and to comply with agency requirements for performing the work. The Consultant's work includes but is not limited to:

- All assessments, surveys, reports, technical studies and similar as needed to obtain regulatory agency approvals, including Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) requirements if needed.
- Jurisdictional delineations
- Preparation and submittal of natural resource regulatory agency permit applications and coordination
- Biological monitoring and construction support during vegetation removal work as needed to comply with the requirements of the CalFire grant and to comply with all applicable environmental laws and regulations having jurisdiction over this work
  - Biological monitoring and construction support services must meet California Department of Fish and Wildlife protocols and guidelines (<https://wildlife.ca.gov/Conservation/Survey-Protocols>)
  - Support during vegetation removal work may include but is not limited to determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and notifying City staff of needs for maintaining/repairing/replacing any exclusionary fencing. The City or City's contractor will perform work of maintaining/repairing/replacing any exclusionary fencing
- Communication and coordination with City's contractor
- Mitigation and monitoring plans that may be required as a result of natural resource regulatory agency permits
- Consultant shall be prepared to provide cultural/historical resources assessments and services if required in order to obtain permits/approval to conduct the project
- Preparation of any project status reports and written documentation as required by regulatory agencies
- Project schedules and cost estimates
- California Environmental Quality Act compliance documents and processing, and all studies, notifications, community meetings and other work required for compliance

**Consultant Qualifications per California Department of Fish and Wildlife:**

The Consultant must have adequate CDFW-recognized and approved biologists on staff to accommodate regulatory agencies' requirements. Qualifications and experience per CDFW:

A qualified Designated Biologist(s) is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life

histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of species.

A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with species specific biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

Refer to sections 4. Prerequisites.



# **B** Statement of Understanding and Approach

## **Understanding of Project Objectives and Requirements**

Psomas's approach to providing biological and environmental consulting services for the City of Riverside (City) is based upon the efficient and cost-effective approaches and techniques we have developed in our work with multiple public works departments, counties, and cities within Southern California.

Problem solving is a key strength of our practice. Our project managers pride themselves on being trusted advisors to our clients to strategize and proactively address concerns before they become problems. For these projects, we have assembled a team of highly qualified and project specific, experienced professional staff who will provide the City with the services requested. Section D, Company Personnel, highlights the proposed team committed to the success of these projects.

Proposed improvements and maintenance activities at Fairmount Park require an approach that is cost efficient, builds upon previous work efforts, and is thoughtful in the manner of project execution to streamline regulatory processes and minimize costs to the greatest extent possible. The following tasks describe in detail the work efforts and assumptions anticipated in support of the City's needs.

## **Project Approach**

### **TASK 1: BOY SCOUT CAMP FIRE FUEL REDUCTION SUPPORT**

It is anticipated that many of the targeted fuel reduction plants (i.e., giant Arundo, Mexican fan palm, and salt cedar) that are present within the 89-acre camp area, are also located in drainage features regulated by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW). Therefore, to remove the

target species that are anticipated to occur within jurisdictional areas, and the need to comply with agency conditions and the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP), the following sub-tasks have been identified:

### **Task 1a: Jurisdictional Delineation**

Psomas will perform a jurisdictional delineation at the camp site to determine the extent of streambed or wetland features that are under the jurisdiction of the USACE, RWQCB, and/or CDFW. A Psomas Regulatory Specialist will define the USACE jurisdictional boundaries based on the ordinary high-water mark(s) (OHWM) on the camp site and indicate the presence of any adjacent wetlands not within the jurisdictional OHWM. The limits of "waters of the State" under the jurisdiction of the RWQCB generally match those of the USACE. Isolated waters (over which only the RWQCB would assert jurisdiction) will be mapped separately (if present). CDFW jurisdictional areas are defined by the top of the bank of any streambed feature or to the outer limits of any riparian/aquatic vegetation, whichever is greater. Any special status species incidentally observed during fieldwork will be reported to the California Natural Diversity Database.

After the field assessment/evaluation is complete, Psomas will prepare a Jurisdictional Delineation (JD) Report that summarizes the findings of the field work. Exhibits that show the locations of all jurisdictional resources will be included, along with representative site photographs and wetland data forms to document the presence/absence of wetland conditions (if necessary). One (1) draft and one (1) final report, incorporating City comments, will be provided to the City.

### **Task 1b. Regulatory Permitting**

The scope of regulatory permitting outlined below represents an expected level of effort to prepare application packages and to coordinate with the USACE, RWQCB,



and CDFW to acquire permits to authorize impacts. Agency permit application fees (RWQCB/CDFW) are not included in the budget for this task. There is no application fee required by the USACE. All activities identified below for regulatory permitting include up to 190 hours\*<sup>1</sup> of technical staff time.

#### Pre-Application Coordination with Regulatory Agencies

A pre-application field or virtual meeting will be held with resource agency staff to review the proposed invasive removal work, current conditions, and the JD Report. This coordination will satisfy the RWQCB's requirement for a "pre-filing" consultation that must be satisfied prior to submittal of an application for a Water Quality Certification.

#### USACE Permit Application and Processing

If the JD Report indicates the presence of USACE "waters of the U.S.", Psomas will prepare and submit a permit notification/application to the USACE to satisfy the requirements of Section 404 of the Clean Water Act (CWA). It is assumed that the camp would qualify for authorization under the USACE's Nationwide Permit (NWP) program. If the USACE requires issuance of a permit and the final Project does not qualify for a NWP, Psomas will request a change order to acquire an Individual Permit. This task also includes time for any correspondence and additional documentation. If it is determined that "waters of the U.S." are not present, the budget associated with this task will not be utilized.

#### RWQCB Permit Application and Processing

Psomas will prepare and submit a permit application to the RWQCB to satisfy the requirements of Section 401 of the CWA or Waste Discharge Requirements related to the California Porter-Cologne Act. The cost of this task includes time assisting agency staff to process the permit, which includes

**1 \* Work efforts will be billed on a time and materials basis. Additional time needed may require a budget augment.**

correspondence, additional documentation, and participating in virtual meetings with RWQCB staff members.

#### CDFW Streambed Alteration Agreement Application and Processing

Psomas will prepare and submit an application pursuant to California Fish and Game Code Section 1602 for the purpose of acquiring a Streambed Alteration Agreement (SAA). The application materials will be provided online via the CDFW Environmental Permit Information Management System (EPIMS). The budget associated with this task includes time for preparing the SAA application, correspondence, additional documentation, and participating in virtual meetings with CDFW staff members.

**Compensatory Measures** – It is anticipated that the resource agencies will require mitigation for impacts to jurisdictional areas. Therefore, Psomas will prepare a Habitat Mitigation and Monitoring Plan (HMMP).

#### **Task 1c. Biological Assessment**

Psomas will prepare a Habitat Assessment (HA) for the City that includes an assessment for riparian/riverine areas and associated species; vernal pools and associated species; urban/wildlands interface issues; and jurisdictional areas according to the WRCMSHCP. For the assessor parcels located at the camp site, surveys are required for burrowing owl and Narrow Endemic plant species; however, surveys are not required for Criteria Area plant species, amphibians, or mammalian species. The HA will include the required focused burrowing owl and plant surveys. Although helpful for the HA, the surveys conducted in 2022 in the vicinity of the project are too old to be considered valid for the proposed project. All activities identified above the HA include up to 115 hours\*<sup>1</sup> of technical staff time.

#### **Task 1d. Biological Monitoring**

This Scope of Work assumes that regulatory requirements for monitoring will be similar to those issued for the draft SAA for the Stormdrain Outlet Maintenance Grading



project. Where possible, Psomas has identified activities that may not be necessary based on the timing of project initiation, reducing the need for unwarranted surveys.

**Biological Monitor** - Psomas will provide a CDFW approved Designated Biologist and Biological Monitor for required biological monitoring. This scope assumes that monitoring occurs between September 16 and February 14. In 2025, this equates to 22-weeks. Monitoring includes full time (9-hour days), for 5 days per week, and one monitor can oversee several crews at one time. Although the contractor may be working full-time, 5 days a week, we have assumed that full-time monitoring is not required for areas that do not support sensitive resources (i.e., jurisdictional features). Therefore, this task assumes that only 25% of the activities warranted monitoring, which totals up to 248 hours\*<sup>1</sup> of technical staff time.

**Educational Programs** - Psomas will prepare an Education Program and an Invasive Species Education Program prior to performing any work on site. This task includes up to 30 hours\*<sup>1</sup> of technical staff time.

**Burrowing Owl Surveys** - Psomas will conduct pre-construction burrowing owl surveys, perform pre-activity inspection, and prepare the survey report. This Scope of Work assumes that burrowing owls are not observed, and a burrowing owl plan is not required. This task includes up to 28 hours\*<sup>1</sup> of technical staff time.

**Reporting Measures** - Psomas will provide the following reporting services to the City as part of their agreement obligations: (1) Notification at the Start and End of Work; (2) Notification Prior to Maintenance Activities; (3) four Quarterly Reports; (4) List of Designated Biologist(s); (5) Photo Documentation; (6) Project Completion Report; and (7) Notification to CNDDB. This task includes up to 70 hours\*<sup>1</sup> of technical staff time.

*Cost Savings Note: Task items that have not been included are nesting bird surveys. By completing the invasive species removal outside the nesting season, the City can reduce*

*costs and minimize project delays by (1) avoiding the need for nesting bird surveys and (2) eliminating the requirement for a continuous presence of a biological monitor during removal activities when nesting birds are present.*

### **Task 1e. California Environmental Quality Act Compliance**

Based on our review of the Project plans, Psomas anticipates that Project 1 would qualify for a Statutory Exemption for Restoration Projects (SERP), pursuant to Section 21080 of the California Public Resources Code. Psomas will prepare the CEQA SERP Concurrence Request for the Project for submittal to CDFW. The Concurrent Request will include information; a discussion of the future discretionary approval; Project location, size, and funding sources; Project description, including benefits; evidence of the Lead Agency's coordination with California Native American tribes; record of any public outreach or engagement; and supporting information for the required determinations for SERP criteria. No technical studies beyond those identified in Task 1a through 1d are assumed to be required. Psomas will also prepare a draft Notice of Exemption (NOE) for filing with the County Clerk and State Clearinghouse. This task includes time to conduct a kick-off meeting with City staff and a brief site visit to begin the data gathering process that will inform the Project Description for the SERP Concurrence Request.

This Scope of Work assumes the City has completed the Cultural Resources Assessment for the project area and that the report will be available for use and no additional assessments are required. Psomas' Cultural Resources Manager will assist with outreach efforts to meet SERP requirements, including obtaining a Sacred Lands File search and draft communication with the tribes. Should additional assistance be required such as preparation of an updated Cultural Resources Assessment, Psomas will develop a work plan for any additional assistance, and this may require a contract augment.



Psomas will provide the Draft SERP Concurrence Request and NOE and Memorandum for the Project to the City for review. Upon receipt of comments, Psomas will revise the documents accordingly and assist the City with submittal to the CDFW EPIMS. Upon receipt of concurrence from CDFW, Psomas will electronically submit the final NOE. This SOW assumes that no major changes to the Project description will be made subsequent to initiation of the CEQA documentation process. Psomas will coordinate the necessary signing and filing of the NOE. It is assumed that all filing fees will be provided by the City.

Although the CEQA process for Project 2 is underway, Psomas will be available to review and strategize with the City if any additional review is needed.

## **TASK 2 – STORMDRAIN OUTLET MAINTENANCE GRADING SUPPORT**

The following subtasks have been identified based on a review of the draft SAA for the Stormdrain Outlet Maintenance Grading project. Where possible, Psomas has identified activities that may not be necessary based on the timing of project initiation, reducing the need for unwarranted surveys.

### **Task 2a. Biological Monitoring**

**Biological Monitor** - As required by CDFW SAA Avoidance and Minimization Measures (MM) 2.1, Psomas will provide a CDFW approved Designated Biologist and Biological Monitor required for biological monitoring. This scope assumes that monitoring occurs between September 16 and February 14. In 2025, this equates to 22 weeks. Monitoring includes full time (9-hour days), for 5 days per week, and one monitor can oversee several crews at one time. Although the contractor may be working full-time, 5 days a week, we have assumed that full-time monitoring is not required for areas that do not support sensitive resources (i.e., jurisdictions features). Therefore, this task assumes that only 50% of the activities warranted monitoring, which totals up to 495 hours\*<sup>1</sup> of technical staff time.

**Educational Programs** - As required by CDFW SAA MM 2.6 and 2.6.1, Psomas will prepare an Education Program and an Invasive Species Education Program. This task includes up to 30 hours\*<sup>1</sup> of technical staff time.

**Burrowing Owl Surveys** - As required by CDFW SAA MM 2.9, 2.9.1, 2.9.2, 2.9.3 and 2.9.4, Psomas will conduct pre-construction burrowing owl surveys, perform pre-activity inspection, and prepare the survey report. This Scope of Work assumes that burrowing owls are not observed, and a burrowing owl plan (per MM 2.9.5 and 2.9.6) are not required. This task includes up to 38 hours\*<sup>1</sup> of technical staff time.

**Santa Ana River Woollystar Surveys** - As required by CDFW SAA MM 2.10, Psomas will conduct surveys for the Santa Ana River woollystar and other special status plant species. If woollystar, or another listed plant species, is found, Psomas biologists will identify the location of where visible barriers will be installed around the occupied areas for avoidance. This task includes up to 30 hours\*<sup>1</sup> of technical staff time.

**Compensatory Measures** - As required by CDFW SAA MM 3.1.2, Psomas will prepare a HMMP. This task includes up to 60 hours\*<sup>1</sup> of technical staff time.

**Reporting Measures** - As required by CDFW SAA MM 4.1 through 4.8, Psomas will provide the following reporting services to the City as part of their agreement obligations: (1) Notification at the Start and End of Work; (2) Notification Prior to Maintenance Activities; (3) Reporting of Maintenance Activities; (4) List of Designated Biologist(s); (5) Pre-activity Santa Ana Woollystar Survey Report; (6) Photo Documentation; (7) Project Completion Report; and (8) Notification to CNDDDB. This task includes up to 70 hours\*<sup>1</sup> of technical staff time.

**USACE Support** - Psomas will coordinate with the City and the USACE to facilitate the issuance of project permits. This task includes up to 30 hours\*<sup>1</sup> of technical staff time.

*Cost Savings Note: As described above, this task assumes that work activities can take place outside the nesting season, and in particular*



*outside the nesting season of the least Bell's vireo, saving the City significant funds and reducing the chance of project delays. This task also assumes that it is feasible to avoid the Santa Ana River woollystar or another listed plant species during project implementation. If these species cannot be avoided, or if work needs to take place during the nesting bird season, Psomas will develop a work plan with the City to address these issues. This may require a contract augment.*

### **TASK 3 – SPRINGBROOK WASH VEGETATION REMOVAL SUPPORT**

The vegetation removal activities are anticipated to require a new agreement from the CDFW, WRCMSHCP compliance documentation, enhancement/restoration plan (as a requirement of the 1600 agreement), and required biological monitoring during vegetation removal. Although the project is located in an area under the jurisdiction of the USACE and RWQCB, the proposed activities are not anticipated to require approval/permitting from these agencies. Anticipated work activities have been identified below.

#### **Task 3a: Jurisdictional Delineation**

Psomas will perform a jurisdictional delineation and prepare a JD Report of the Springbrook Wash site to confirm/determine the extent of streambed or wetland features that are under the jurisdiction of the USACE, RWQCB, and/or CDFW.

#### **Task 3b. Regulatory Permitting**

Agency permit application fees are not included in the budget for this task. All activities identified below for regulatory permitting include up to 130 hours\*<sup>1</sup> of technical staff time.

##### Pre-Application Coordination with Regulatory Agencies

A pre-application field or virtual meeting will be held with resource agency staff to review the proposed invasive removal work, current conditions, and the JD Report.

##### CDFW Streambed Alteration Agreement Application and Processing

Psomas will prepare and submit an application for a SAA. This task includes time for preparing the SAA application, correspondence, additional documentation, and participating in virtual meetings with CDFW staff.

**Compensatory Measures** – It is anticipated that CDFW will require mitigation for impacts to jurisdictional areas. Therefore, Psomas will prepare an HMMP.

#### **Task 3c. Biological Assessment**

Psomas will prepare an HA according to the RCAMSHCP. The HA will include the required focused burrowing owl and plant surveys. Although helpful for the HA, the surveys conducted in 2022 in the vicinity of the project are too old to be considered valid for the proposed project. All activities identified above the HA include up to 56 hours\*<sup>1</sup> of technical staff time.

#### **Task 3d. Biological Monitoring**

The Scope of Work assumes that CDFW regulatory requirements for monitoring will be similar to those issued for the draft SAA for the Stormdrain Outlet Maintenance Grading project. Where possible, Psomas has identified activities that may not be necessary based on the timing of project initiation, reducing the need for unwarranted surveys.

**Biological Monitor** – Psomas will provide a CDFW approved Designated Biologist and Biological Monitor for required biological monitoring. This task assumes that monitoring occurs between September 16 and February 14, and that a maximum of one (1) week is required to complete the project. Monitoring includes full time (9-hour days), for 5 days per week, and one monitor can oversee several crews at one time. All monitoring activities include up to 45 hours\*<sup>1</sup> of technical staff time.

**Educational Programs** – Although not discussed in the 2010 SAA for the Springbrook Wash site, based on recent requirement from CDFW SAAs, Psomas has



included the preparation of an Education Program and an Invasive Species Education Program prior to performing any work on site. This task includes up to 15 hours\*<sup>1</sup> of technical staff time.

**Burrowing Owl Surveys** - Psomas will conduct pre-construction burrowing owl surveys, perform pre-activity inspection, and prepare the survey report. This Scope of Work assumes that burrowing owls are not observed, and a burrowing owl plan is not required. This task includes up to 24 hours\*<sup>1</sup> of technical staff time.

**Reporting Measures** - Psomas will provide the following reporting services to the City as part of their agreement obligations: (1) Notification at the Start and End of Work; (2) Notification Prior to Maintenance Activities; (3) List of Designated Biologist(s); (4) Photo Documentation; (5) Project Completion Report; and (6) Notification to CNDDDB. This task includes up to 30 hours\*<sup>1</sup> of technical staff time.

*Cost Savings Note: Task items that have not been included include nesting bird surveys. By completing the invasive species removal outside the nesting season, the City can save significant funds and reduce the chance of project delays by (1) not conducting nesting bird surveys and (2) not having a biological monitor present continuously during removal activities when nesting birds are present.*

### **Task 3e. California Environmental Quality Act Compliance**

Based on our review of the Project plans, Psomas anticipates that Project 3 would qualify for a SERP, pursuant to Section 21080 of the California Public Resources Code. Psomas will prepare the CEQA SERP Concurrence Request for the Project for submittal to CDFW. The Concurrence Request will include information; a discussion of the future discretionary approval; Project location, size, and funding sources; Project description, including benefits; evidence of the Lead Agency's coordination with California Native American tribes; record of any public outreach or engagement; and supporting information for the required

determinations for SERP criteria. No technical studies beyond those identified are assumed to be required. Psomas will also prepare a draft NOE for filing with the County Clerk and State Clearinghouse. This task includes time to conduct a kick-off meeting with City staff and a brief site visit to begin the data gathering process that will inform the Project Description for the SERP Concurrence Request.

This Scope of Work assumes the City has completed the Cultural Resources Assessment for the project area and that the report will be available for use and no additional assessments are required. Psomas' Cultural Resources Manager will assist with outreach efforts to meet SERP requirements, including obtaining a Sacred Lands File search and draft communication with the tribes. Should additional assistance be required such as preparation of an updated Cultural Resources Assessment, Psomas will develop a work plan for any additional assistance, and this may require a contract augment.

Psomas will provide the Draft SERP Concurrence Request and NOE and Memorandum for the Project to the City for review. Upon receipt of comments, Psomas will revise the documents accordingly and assist the City with submittal to the CDFW EPIMS. Upon receipt of concurrence from CDFW, Psomas will electronically submit the final NOE. This SOW assumes that no major changes to the Project description will be made subsequent to initiation of the CEQA documentation process. Psomas will coordinate the necessary signing and filing of the NOE. It is assumed that all filing fees will be provided by the City.



**EXHIBIT "B"**  
**COMPENSATION**



# **A** *Cost Proposal*



TASK TITLE	HOURLY RATE	HOURS	TOTAL
<b>Task 1: Boy Scout Camp Fire Fuel Reduction Support</b>			
<b>Sub Task 1a: Jurisdictional Delineation</b>			
Project Manager	\$250.00	4.0	\$1,000.00
Regulatory Specialist	\$182.00	22.0	\$4,004.00
Biologist	\$128.00	24.0	\$3,072.00
GIS Analyst	\$135.00	18.0	\$2,430.00
Word Processor	\$145.00	4.0	\$580.00
Technical Editor	\$125.00	2.0	\$250.00
Directs			\$100.00
			<b>Sub Task 1a: \$11,436.00</b>
<b>Sub Task 1b: Regulatory Permitting</b>			
Project Manager	\$250.00	24.0	\$6,000.00
Regulatory Specialist	\$182.00	64.0	\$11,648.00
Biologist	\$128.00	36.0	\$4,608.00
GIS Analyst	\$135.00	42.0	\$5,670.00
Word Processor	\$145.00	18.0	\$2,610.00
Technical Editor	\$125.00	6.0	\$750.00
Directs			\$-
			<b>Sub Task 1b: \$31,286.00</b>
<b>Sub Task 1c: Biological Assessment</b>			
Project Manager	\$250.00	16.0	\$4,000.00
Regulatory Specialist	\$182.00	6.0	\$1,092.00
Senior Biologist	\$164.00	28.0	\$4,592.00
Biologist	\$128.00	42.0	\$5,376.00
GIS Analyst	\$135.00	14.0	\$1,890.00
Word Processor	\$145.00	6.0	\$870.00
Technical Editor	\$125.00	3.0	\$375.00
Directs			\$-
			<b>Sub Task 1c: \$18,195.00</b>



TASK TITLE	HOURLY RATE	HOURS	TOTAL
<b>Sub Task 1d: Biological Monitoring</b>			
Project Manager	\$250.00	20.0	\$5,000.00
Regulatory Specialist	\$182.00	58.0	\$10,556.00
Senior Biologist	\$164.00	28.0	\$4,592.00
Biologist	\$128.00	248.0	\$31,744.00
GIS Analyst	\$135.00	10.0	\$1,350.00
Word Processor	\$145.00	10.0	\$1,450.00
Technical Editor	\$125.00	2.0	\$250.00
Directs			\$3,000.00
<b>Sub Task 1d: \$57,942.00</b>			
<b>Sub Task 1e. California Environmental Quality Compliance</b>			
CEQA Project Manager	\$255.00	4.0	\$1,020.00
Cultural Resources Manager	\$205.00	16.0	\$3,280.00
Planner	\$140.00	25.0	\$3,500.00
GIS Analyst	\$135.00	6.0	\$810.00
Word Processor	\$145.00	6.0	\$870.00
Technical Editor	\$125.00	4.0	\$500.00
Directs			\$300.00
<b>Sub Task 1e: \$10,280.00</b>			
<b>Task 1 Total</b>			<b>\$129,139.00</b>
<b>Task 2: Stormdrain Outlet Maintenance Grading Support</b>			
<b>Sub Task 2a: Biological Monitoring</b>			
Project Manager	\$250.00	40.0	\$10,000.00
Regulatory Specialist	\$182.00	78.0	\$14,196.00
Senior Biologist	\$164.00	94.0	\$15,416.00
Biologist	\$128.00	524.0	\$67,072.00
GIS Analyst	\$135.00	8.0	\$1,080.00
Word Processor	\$145.00	5.0	\$725.00



TASK TITLE	HOURLY RATE	HOURS	TOTAL
Technical Editor	\$125.00	4.0	\$500.00
Directs			\$3,000.00
			<b>Sub Task 2a: \$111,989.00</b>
			<b>Task 2 Total \$119,101.00</b>
<b>Task 3 – Springbrook Wash Vegetation Removal Support</b>			
<b>Sub Task 3a: Jurisdictional Delineation</b>			
Project Manager	\$250.00	2.0	\$500.00
Regulatory Specialist	\$182.00	11.0	\$2,002.00
Biologist	\$128.00	12.0	\$1,536.00
GIS Analyst	\$135.00	12.0	\$1,620.00
Word Processor	\$145.00	2.0	\$290.00
Technical Editor	\$125.00	1.0	\$125.00
Directs			\$50.00
			<b>Sub Task 3a: \$6,123.00</b>
<b>Sub Task 3b: Regulatory Permitting</b>			
Project Manager	\$250.00	8.0	\$2,000.00
Regulatory Specialist	\$182.00	4.0	\$728.00
Senior Biologist	\$164.00	22.0	\$3,608.00
Biologist	\$128.00	4.0	\$512.00
GIS Analyst	\$135.00	12.0	\$1,620.00
Word Processor	\$145.00	4.0	\$580.00
Technical Editor	\$125.00	2.0	\$250.00
Directs			\$50.00
			<b>Sub Task 3b: \$20,760.00</b>
<b>Sub Task 3c: Biological Assessment</b>			
Project Manager	\$250.00	8.0	\$2,000.00
Regulatory Specialist	\$182.00	4.0	\$728.00
Senior Biologist	\$164.00	22.0	\$3,608.00



TASK TITLE	HOURLY RATE	HOURS	TOTAL
Biologist	\$128.00	4.0	\$512.00
GIS Analyst	\$135.00	12.0	\$1,620.00
Word Processor	\$145.00	4.0	\$580.00
Technical Editor	\$125.00	2.0	\$250.00
Directs			\$50.00
<b>Sub Task 3c: \$9,348.00</b>			
<b>Sub Task 3d: Biological Monitoring</b>			
Project Manager	\$250.00	6.0	\$1,500.00
Regulatory Specialist	\$182.00	18.0	\$3,276.00
Senior Biologist	\$164.00	24.0	\$3,936.00
Biologist	\$128.00	48.0	\$6,144.00
GIS Analyst	\$135.00	12.0	\$1,620.00
Word Processor	\$145.00	4.0	\$580.00
Technical Editor	\$125.00	2.0	\$250.00
Directs			\$500.00
<b>Sub Task 3d: \$17,806.00</b>			
<b>Sub Task 3e. California Environmental Quality Compliance</b>			
CEQA Project Manager	\$255.00	4.0	\$1,020.00
Cultural Resources Manager	\$205.00	16.0	\$3,280.00
Planner	\$140.00	25.0	\$3,500.00
GIS Analyst	\$135.00	6.0	\$810.00
Word Processor	\$145.00	6.0	\$870.00
Technical Editor	\$125.00	4.0	\$500.00
Directs			\$300.00
<b>Sub Task 3e: \$10,280.00</b>			
<b>Task 3 Total</b>			<b>\$64,317.00</b>
<b>Total for Tasks 1, 2, and 3</b>			<b>\$312,557.00</b>

**EXHIBIT "C"**  
**KEY PERSONNEL**

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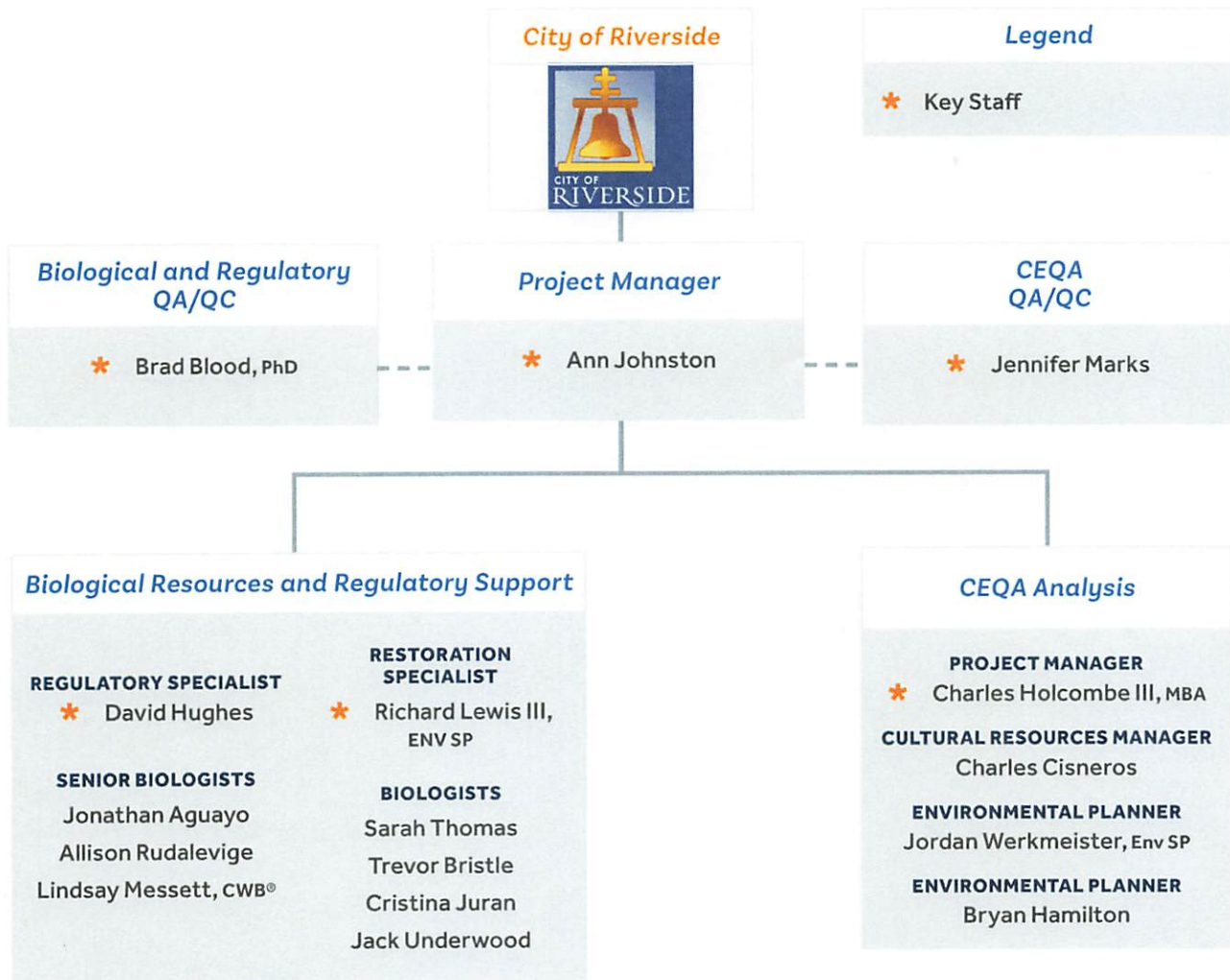
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# D Company Personnel

## Organization Chart

Key team members are identified on the Organization Chart provided below are assigned for the duration of this contract.



## Key Personnel Qualifications

The table on the following pages provides a description of each key team members including their education, licenses, certifications and years of experience. Resumes can be found in the Appendix.

Psomas is providing all services in-house and will not include any subconsultants on our team.



**Ann Johnston | Project Manager**

**Education**  
BA/Biology/CSU, Long Beach  
**Contact Number**  
(714) 481-8046  
**Email Address**  
ann.johnston@psomas.com  
**Experience**  
35 Years

Ann Johnston is a Team Leader of Resource Management and a Principal at Psomas, with 35 years of experience in biological resources, sensitive species surveys, and resource agency permitting. She specializes in integrating biological data into environmental documentation compliant with CEQA, NEPA, FESA, and CESA. Ann has managed numerous environmental impact reports, biological technical reports, and mitigation monitoring projects.

**Brad Blood, PhD | Biological and Regulatory QA/QC**

**Education**  
PhD/Biological Sciences/USC  
MS/Biology/CSU, Long Beach  
BS/Zoology/CSU, Long Beach  
**Contact Number**  
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**Experience**  
37 Years

Brad Blood, PhD, is a Senior Biologist and Project Manager with extensive experience in regulatory compliance, wetland delineation, and biological field surveys across Southern California. He has expertise in working with various listed and sensitive species, conducting mitigation monitoring, and managing environmental projects in compliance with CEQA/NEPA and other regulations. Brad has also been a research associate at the Natural History Museum of Los Angeles County for 26 years.

**Jennifer Marks | CEQA QA/QC**

**Education**  
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**Experience**  
26 years

Jennifer Marks is a Principal and Senior Project Manager with over 26 years of experience in environmental documentation and analysis under CEQA and NEPA. Her expertise covers a wide range of projects, including specific and general plan analyses, transportation infrastructure, water and wastewater projects, and mixed-use developments. She has worked extensively with various agencies and private developers, building strong relationships and ensuring compliance with environmental regulations.

**Charles Holcombe III, MBA | CEQA Analysis**

**Education**  
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BS/Environmental Studies/University of Redlands, California  
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**Experience**  
20 years

Charles Holcombe III, MBA, is an Environmental Planner and Senior Project Manager, specializing in Environmental Impact Assessments (EIAs) and urban and regional land use planning, having authored numerous General Plan Updates, EIRs, and IS/MNDs. Charles has extensive expertise in CEQA and NEPA compliance strategies for various utility infrastructure projects, industrial facilities, and public facilities.

**David Hughes | Regulatory Specialist**

**Education**  
MS/Ecological Restoration and Management/Uni. of WI, Madison  
BS/Ecology, Behavior and Evolution/UC San Diego  
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**Experience**  
22 years

David Hughes is an experienced Senior Project Manager in Restoration Ecology and Regulatory Services. He specializes in mitigation planning, restoration monitoring, wetland delineations, and regulatory permitting. David is a Certified Arborist and CRAM practitioner, responsible for completing Jurisdictional Assessments, obtaining regulatory authorizations, and ensuring compliance with CEQA mitigation measures.

**Richard Lewis III, ENV SP | Restoration Specialist**

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**Experience**  
30 years

Richard Lewis is a Senior Restoration Ecologist and Biologist with 30 years of experience. He manages and monitors habitat restoration and mitigation programs, conducts botanical surveys, and prepares educational programs. Richard currently oversees six habitat restoration sites and has successfully managed over 240 acres of habitat mitigation programs.