

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant in due course of payments following receipt from Consultant
5 and approval by City of invoices showing the services or task performed, the time
6 expended (if billing is hourly), and the name of the Project. Consultant shall certify
7 on the invoices that Consultant has performed the services in full conformance
8 with this Agreement and is entitled to receive payment. Each invoice shall be
9 accompanied by a progress report indicating the progress to date of services
10 performed and covered by the invoice, including a brief statement of any Project
11 problems and potential causes of delay in performance, and listing those services
12 that are projected for performance by Consultant during the next invoice cycle.
13 Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Consultant's
15 profession, industry or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 January 1, 2012, and shall terminate at 11:59 p.m. on December 31, 2012, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

1 representative, if any, named in Exhibit "C", attached to this Agreement and
2 incorporated by this reference. Consultant shall advise and inform City's
3 representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on
5 the Project. City shall furnish to Consultant information or materials, if any,
6 described in Exhibit "D", attached to this Agreement and incorporated by this
7 reference, and shall perform any other tasks described in the Exhibit.

8 B. The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee, Joe Power. City shall have the right to approve any person proposed
11 by Consultant to replace that key employee.

12 4. INDEPENDENT CONTRACTOR. In performing its services,
13 Consultant is and shall act as an independent contractor and not an employee,
14 representative or agent of City. Consultant shall have control of Consultant's work and
15 the manner in which it is performed. Consultant shall be free to contract for similar
16 services to be performed for others during this Agreement; provided, however, that
17 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
18 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
19 Consultant's compensation; (b) City will not secure workers' compensation or pay
20 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
21 and Consultant is not entitled to any of the usual and customary rights, benefits or
22 privileges of City employees. Consultant expressly warrants that neither Consultant nor
23 any of Consultant's employees or agents shall represent themselves to be employees or
24 agents of City.

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
14 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
15 CG 20 37 07 04), and this insurance shall contain no special limitations on
16 the scope of protection given to City, its boards and commissions, and
17 their officials, employees and agents. This policy shall be endorsed to
18 state that the insurer waives its right of subrogation against City, its boards
19 and commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

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amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of City's Risk Manager or designee. Not
8 more frequently than once a year, City's Risk Manager or designee may require
9 that Consultant, Consultant's subconsultants and contractors change the amount,
10 scope or types of coverages required in this Section if, in his or her sole opinion,
11 the amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its
5 duration, Consultant does not and will not perform services for any other client which
6 would create a conflict, whether monetary or otherwise, as between the interests of City
7 and the interests of that other client. And, Consultant shall obtain similar certifications
8 from Consultant's employees, subconsultants and contractors.

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement, except as stated in Exhibit "D".

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to City.

6 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
7 shall not disclose the Data or use the Data directly or indirectly, other than in the course
8 of performing its services, during the term of this Agreement and for five (5) years
9 following expiration or termination of this Agreement. In addition, Consultant shall keep
10 confidential all information, whether written, oral or visual, obtained by any means
11 whatsoever in the course of performing its services for the same period of time.
12 Consultant shall not disclose any or all of the Data to any third party, or use it for
13 Consultant's own benefit or the benefit of others except for the purpose of this
14 Agreement.

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
17 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
18 without breach of this Agreement by Consultant; or (c) a third party who has a right to
19 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
20 disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet
23 the standards required by the scope of work or Consultant's failure to perform fully
24 the tasks described in the scope of work which, in either case, causes City to
25 request that Consultant perform again all or part of the Scope of Work shall be at
26 the sole cost of Consultant and City shall not pay any additional compensation to
27 Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.
6 This modification shall be submitted in a timely fashion to allow City to receive new
7 bids within four (4) months after the date on which the original plans and
8 specifications were submitted by Consultant.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses and certificates required by all federal, state
16 and local governmental authorities.

17 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 17. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness
26 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
27 whole or in part, out of or in connection with (1) Consultant's breach or failure to
28 comply with any of its obligations contained in this Agreement, or (2) negligent or

1 willful acts, errors, omissions or misrepresentations committed by Consultant, its
2 officers, employees, agents, subcontractors, or anyone under Consultant's control,
3 in the performance of work or services under this Agreement (collectively "Claims"
4 or individually "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Consultant's expense by legal counsel approved by City, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Consultant shall be required for the duty to defend
11 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
12 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
13 in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 18. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 19. COSTS. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies under
25 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

26 20. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Consultant shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Consultant shall ensure that applicants are employed, and that
4 employees are treated during their employment, without regard to these bases.
5 These actions shall include, but not be limited to, the following: employment,
6 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
7 termination; rates of pay or other forms of compensation; and selection for training,
8 including apprenticeship.

9 B. It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
11 procurement process, and Consultant agrees to use its best efforts to carry out
12 this policy in its use of subconsultants and contractors to the fullest extent
13 consistent with the efficient performance of this Agreement. Consultant may rely
14 on written representations by subconsultants and contractors regarding their
15 status. Consultant shall report to City in May and in December or, in the case of
16 short-term agreements, prior to invoicing for final payment, the names of all
17 subconsultants and contractors hired by Consultant for this Project and information
18 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
19 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
20 637).

21 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Agreement is subject to the
23 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
24 Long Beach Municipal Code, as amended from time to time.

25 A. During the performance of this Agreement, the Consultant
26 certifies and represents that the Consultant will comply with the EBO. The
27 Consultant agrees to post the following statement in conspicuous places at its
28 place of business available to employees and applicants for employment:

1 “During the performance of a contract with the City of Long Beach,
2 the Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Consultant to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Consultant fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
10 or to become due under the Agreement may be retained by the City. The City
11 may also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Consultant in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Consultant has set up or used
16 its contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Consultant in actions taken pursuant to the
19 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
20 Responsibility.

21 22. NOTICES. Any notice or approval required by this Agreement shall
22 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
23 postage prepaid, addressed to Consultant at the address first stated above, and to City at
24 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
25 copy to the City Engineer at the same address. Notice of change of address shall be
26 given in the same manner as stated for other notices. Notice shall be deemed given on
27 the date deposited in the mail or on the date personal delivery is made, whichever occurs
28 first.

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23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant shall submit Consultant's
7 Employer Identification Number (EIN), or Consultant's Social Security Number if
8 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
9 Financial Management. Consultant acknowledges and agrees that City has no obligation
10 to pay Consultant until Consultant provides one of these numbers.

11 28. ADVERTISING. Consultant shall not use the name of City, its
12 officials or employees in any advertising or solicitation for business or as a reference,
13 without the prior approval of the City Manager or designee.

14 29. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.

18 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

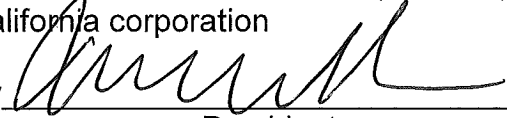
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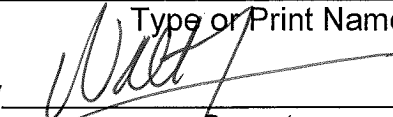
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.


RINCON CONSULTANTS, INC., a California corporation

By , 2012
President
Michael P. Brodke
Type or Print Name

By , 2012
Secretary
Walter Hamann
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.26, 2012
By  Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on 3/1, 2012.

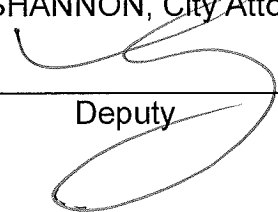
ROBERT E. SHANNON, City Attorney
By 
Deputy

EXHIBIT “A”

Scope of Work

PRIMARY CONTRACTOR INFORMATION

FIRM BACKGROUND AND CONTACT INFORMATION

Rincon Consultants is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994, Rincon has grown to a firm of over 55 professionals located in four offices throughout California (Ventura, Carlsbad, San Luis Obispo, and Monterey). We are a California Subchapter S Corporation and are registered as a California Certified Small Business Enterprise (#4417). Our highly trained professionals have many years of experience in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management. Our approach to projects is focused on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

Our staff has extensive formal training and on the job experience related to project management skills. These skills, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent to each project. We take pride in our profession, our work product, and ensuring that each client is satisfied with the selection of Rincon to serve their environmental consulting needs.

This contract with the City of Long Beach will be managed from our Ventura Headquarters with support from the Carlsbad office. Stephen Svete, AICP, LEED AP ND, Vice-President will be the Contract Manager for this assignment. Joe Power, AICP CEP, Principal, will serve as the Principal-in-Charge and will be the main contact for the City. Both Steve and Joe can be reached at our Ventura office, contact information is listed below.

Rincon Consultants, Inc. – Office Locations			
Ventura	San Luis Obispo	Monterey	Carlsbad
180 North Ashwood Avenue Ventura, CA 93003 805-644-4455 805-644-4240 Fax Employees: 36	1530 Monterey St, Suite D San Luis Obispo, CA 93401 805-547-0900 805-547-0901 Fax Employees:14	437 Figueroa St, Suite 203 Monterey, CA 93940 831-333-3010 831-333-3040 Fax Employees: 2	5355 Avenida Encinas, #103 Carlsbad, CA 92008 760-918-9444 760-918-9449 Fax Employees: 7

Rincon Consultants, Inc. – Company Officers		
Name	Title	Email
Michael P. Gialkatsis	President	mike@rinconconsultants.com
Stephen Svete, AICP, LEED AP ND	Vice-President	svete@rinconconsultants.com
Duane Vander Pluym, D.Env	Vice-President	duane@rinconconsultants.com
Walter Hamann, PG, CEG, CHG, REA II	Vice-President	walt@rinconconsultants.com



PROFESSIONAL SERVICES

Rincon Consultants provides land use planning and environmental planning services that we have categorized into five core areas: *Environmental Planning, Biological Resources Assessment and Regulatory Compliance, Environmental Site Assessment and Remediation, Cultural Resources, and Sustainability Services*. We also have a *GIS and Graphics* group to enhance our documents and support our data analyses for projects addressing issues in the three aforementioned areas of expertise. Specific analyses and documentation conducted by our core areas of expertise, including our GIS and graphics capabilities, include the following:

Environmental Planning

- *CEQA Compliance: EIRs, Initial Studies/Negative Declarations, Categorical Exemptions, Mitigation Monitoring Programs*
- *NEPA Compliance: EISs, Environmental Assessments, Categorical Exclusions*
- *Planning Services: General Plans and Specific Plans, Neighborhood Planning and Community Involvement Programs, Contract Planning Services*
- *Redevelopment: Blight Studies, Environmental Analysis*
- *Alternative Transportation: Pedestrian/Bicycle Planning*
- *Corridor Studies: Rails to Trails, Roadway Widening and Utility Alignments*
- *Mitigation Monitoring Plan Implementation and Construction Monitoring*
- *Stormwater Pollution Prevention Plans*
- *Noise Studies*
- *Air Quality and Greenhouse Gas Emissions Analyses*
- *Water Supply Assessment*
- *Peer Review of CEQA and NEPA Documents and Technical Studies*

Biological Resources Assessment and Regulatory Compliance

- *Baseline Biological Resources Inventories and Vegetation Mapping*
- *Rare, Threatened, and Endangered Plant and Wildlife Species Surveys*
- *Wetland Delineations*
- *Arborist Studies*
- *Complete Regulatory Compliance and Mitigation Planning*
- *Drainage/Wetlands Permits: USACE Sections 404 and 10, RWQCB Section 401, CDFG 1601*
- *Coastal Development and Grading Permits*
- *ESA Section 7 Consultations and Section 10 Habitat Conservation Plans*
- *CESA Permits and Natural Community Conservation Plans*
- *Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning*
- *Construction and Mitigation Monitoring*

Cultural Resources

- *Cultural Resource Surveys*
- *California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) Eligibility Evaluations: Archaeological Site Testing, Historic Built Environment Resource Evaluation*
- *CEQA and Section 106 and 110/NHPA Compliance Studies*



- *Archeological Data Recovery Programs*
- *Phase I, II, and III Paleontological Resources Analysis*
- *Construction Monitoring*
- *Native American Consultation*

Environmental Site Assessment and Remediation

- *Phase I and Phase II Environmental Site Assessments: Urban, Rural, Commercial, Industrial, Residential, Vacant, and Agricultural*
- *Hazardous Waste Characterization and Remediation: Soil and Groundwater Assessment, Groundwater Monitoring, Remedial Action Plans and Closure Reports*
- *Underground Storage Tank Removal and Investigation*
- *Site Remediation: Urban Redevelopment Remediation and Monitoring, In-situ Remediation System Design, Construction, Monitoring and Maintenance*
- *Health Risk Assessments: Preliminary Endangerment Assessments and Risk Based Corrective Action Modeling*
- *Geological and Seismic Studies*
- *Expert Witness/Litigation Support*

Sustainability Services

- *Climate Action Planning*
- *Sustainability Ordinance Development*
- *Greenhouse Gas Emissions Assessment and Verification*
- *LEED/Green Building and Neighborhood Consulting*

GIS and Graphics Resources

- *Geographic Information Systems (GIS)*
- *Mapping and Data Management*
- *Computer Aided Drafting (CAD) and Design*
- *Graphic Design and 3-D Photosimulation*
- *Newsletters/Brochures and Website Development*

TECHNICAL CAPABILITIES

Environmental consulting requires the use of many different tools to gather data, determine the consequences of actions, and to communicate to the intended audience. Rincon is dedicated to maintaining our professional skills through the use of current computer technology, trade journals and other publications. Our staff is trained to work in their respective fields and take courses to maintain that status, such as 40-hour HAZWOPER training. Rincon has also developed an in-house training program for our technical staff that involves the mentoring and direct training of new staff by our more experienced environmental specialists. Our staff credentials include the following professional certifications:

- *American Institute of Certified Planners*
- *American Institute of Professional Geologists*
- *BLM Scientific Paleontological Collections Permit*



- *California State Licensed General Engineering Contractor*
- *CDFG Scientific Collecting permit for amphibian and reptile Species of Special Concern*
- *CDFG Scientific Collecting Permit*
- *Certified Engineering Geologist, California*
- *Certified Hydrogeologist, California*
- *Desert Tortoise Handling Authorization*
- *Federal 10(a)(1)(A) Permit - Coastal California Gnatcatcher*
- *Federal 10(a)(1)(A) handling permits for the California tiger salamander and California red-legged frog;*
- *Federal 10(a)(1)(A) for Giant and Tipton kangaroo rats*
- *Federal 10(a)(1)(A) for California least tern and Western snowy plover*
- *ISA Certified Arborists*
- *LEED Accredited Professional*
- *Rare, Threatened and Endangered Plant Voucher Collecting Permit*
- *Registered Professional Geologist, California*
- *Registered Environmental Assessor, California (REA I and II)*
- *40-hour Hazardous Waste Operations Emergency Response (HAZWOPER) Certification*
- *40-hour OSHA Personal Protection and Safety Course*

We maintain our own vehicles and field equipment, including sound level meters, ELF magnetic field meter, GPS units, digital cameras, optical laser range finders, biological data collection equipment (binoculars, spotting scopes, small mammal traps, pit fall traps, snake tongs, head lamps, sweep nets, dip nets, hip boots, plant presses, diameter tapes, etc.), stereoscopes, microscopes, field computers, thermometers, anemometers, 4-gas detection monitor (CO, H₂S, O₂ and combustible gas), and soil and groundwater assessment equipment (photo-ionization detectors, oil-water interface probes, temperature-pH-conductivity meters, dissolved oxygen meter, turbidity meter, groundwater sampling pumps and bailers, water level indicators, and hand auger samplers), and safety equipment (hard hats, safety vests, axes, fire extinguishers, snake gaiters, Tyvex[®] suits). Where more precise location information is required, such as for wetland delineations, Rincon owns Trimble[®] GPS units that offer integrated GPS/GIS data collection with submeter accuracy.

Rincon staff is equipped with the latest hardware and software applications available to ensure the best possible communication with our clients, as well as agencies and the public. Our firm uses PC-based computers on a Microsoft[®] server network, with our primary working software being Microsoft[®] Office. Our servers are linked together through wide area file service software such that work in one office is instantly replicated and available in other office locations. Rincon uses high-speed access to the Internet to gather information from a wide variety of sources, especially government publications. We also maintain an FTP site for the transfer of files, and we manage our own web site, www.rinconconsultants.com.

Rincon not only has the latest computer hardware and software, but we also have copiers, printers, scanners and binding machines needed to produce high quality reports and other presentation-ready products. Our offices are fully equipped with the hardware and software and document production equipment necessary to meet the needs of all City of Long Beach projects, as well as to produce and deliver high quality graphics on an as-needed and/or prompt basis. In addition, Rincon is capable of producing multiple products simultaneously due to the organizational and technical abilities of our word processing and administrative support staff.



PROFESSIONAL CLIENTS

Rincon Consultants provides On-Call CEQA/NEPA Consulting Services for Cities, Counties, and agencies throughout the State, including several in Los Angeles County. We also have a long history of working in the private sector and have On-Call contracts with a number of these clients. A select list of such service contracts and on-call lists includes the following:

- **Long Beach Unified School District** – CEQA/NEPA Environmental Review Services
- **County of Los Angeles** – Planning, ESA, Housing Authority
- **County of Ventura** - Public Works and Bio Consulting Services
- **City, County, and Port of San Diego** – Biological Services
- **County of San Diego** – On-Call EIR Consultant List
- **County of Riverside** – Environmental Programs
- **County of Santa Barbara, Department of Public Works** – CEQA and NEPA Services
- **County of San Luis Obispo** – Planning and Environmental Services, Biological Studies
- **County of Monterey** – On-Call EIR Consultant List
- **County of Santa Cruz Public Works Dept.** – CEQA and NEPA Services
- **City and County of San Francisco MOH** – Environmental Services
- **City of Santa Monica** – Environmental Consulting Services
- **City of Claremont** – EIR and Technical Report Services
- **City of Malibu** – On-Call Biological Services
- **City of Calabasas** – Open Services
- **City of Pasadena** - On-Call EIR Consultant List
- **City of Simi Valley** - On-Call EIR Consultant List
- **Southern California Gas Company** – Environmental, Permitting, and Biological Consulting
- **San Diego Gas and Electric** – Environmental, Permitting, and Biological Consulting
- **California Construction Authority** – Environmental Services
- **Metropolitan Water District of Southern California** – Biological Services and Regulatory Permitting

A list of example projects, including the client contact and brief description of work is provided in the References section starting on page 13. Rincon takes pride in our excellent reputation and track record, and we encourage you to contact the clients indicated for these projects.

AWARDS AND RECOGNITION

During Rincon's 16-year history, we have received multiple awards for excellence from environmental planning industry organizations, including the American Planning Association and the Association of Environmental Professionals. Our financial strength was recognized in 2004 and again in 2009 by ZweigWhite, when the nationally recognized A/E/P industry tracking group named us to its Hot 100 Firm list, recognizing revenue growth over time. In both 2007 and 2009, Rincon was named to the Inc. 5000 list of the fastest growing companies nationwide. Our report, the City of Calabasas 2030 General Plan, recently received the Compass Blueprint Achievement for Visionary Planning for Sustainability by the Southern California Association of Governments (SCAG). Rincon's work ethic was recognized when we achieved an A+ rating through Southern California Gas Company's "report card" system. Our company



values were acknowledged by the industry and employees when we received the “Best Places to Work For” by the Environmental Business Journal/CE News in 2009.

KEY STAFF

For this program, Rincon has assembled a team of highly qualified professionals who are knowledgeable of the City’s environmental issues and regulatory compliance needs, as well as the needs of other involved agencies, such as the California Department of Fish and Game, South Coast Air Pollution Control District, the California State Lands Commission, and the California Coastal Commission. Rincon Consultants, Inc. will manage this contract and will be responsible for successful completion of all work assignments. Most of these assignments will be completed in-house, as Rincon has a diverse group of expertise among our staff including municipal and environmental planners, biologists, registered geologists, paleontologists, and environmental assessors. We also have an outstanding support staff including GIS specialists, graphics staff, and production assistants.

Brief biographical profiles for all key team members are included below, and resumes for these team members are attached as an appendix to this proposal. We have included an organizational chart for the management team and key support staff, and we also include a personnel matrix listing line and support staff available to work on assignments under this program, along with their qualifications and expertise.

Stephen Svete, AICP, LEED AP ND, Vice President and Director of Planning for Rincon Consultants, Inc. will serve as the Contract Manager. Steve has more than 25 years of experience in CEQA and NEPA document preparation, urban planning, open space, and project management for both public agencies and private consulting firms. Steve has worked on numerous projects in Los Angeles County for his entire career, including several in Long Beach and the surrounding cities. He has been involved in the management of Rincon’s LACDC environmental documentation program for the past 13 years and for an additional 6 years while with a former firm. Currently, Steve is overseeing the preparation of the Claremont McKenna College Master Plan EIR, California PEO Home Alhambra Senior Living Project (City of Alhambra) and the City of Avalon General Plan.

Joe Power, AICP CEP, will be the Principal-in-Charge of this contract and will be the main contact for the City. Joe has more than 20 years of experience in environmental planning and heads Rincon’s sustainability services group. In this capacity, he oversees a wide range of projects, including climate action plans, greenhouse gas studies, LEED/green building analyses, and general plan elements. Joe is also adept at environmental policy and has prepared numerous CEQA and NEPA documents for large planning programs as well as specific plans and individual site development projects. Joe has overseen several CEQA environmental reviews for the City of Long Beach, including the Press-Telegram EIR, the North Village Redevelopment EIR, and the City’s Carryout Bag Ordinance EIR Addendum. He recently managed the Calabasas 2030 General Plan, which received the Southern California Association of Governments’ *Compass Blueprint Recognition Award for Achievement in Sustainability*. Joe has prepared specialized technical reports on a range of planning and environmental topics, including sustainability, greenhouse gases/global climate change, and water supply/ conservation.

Abe Leider, AICP CEP, a Supervising Environmental Planner with Rincon will work as a Project Manager for individual reports under this contract. Abe holds a degree in English and Environmental Studies from



UC Santa Barbara and a Professional Certificate in Land Use and Environmental Planning from UCSB Extension. He has over 12 years of experience in long-range planning, permit processing and performing environmental impact analyses for public and private infrastructure and development projects under CEQA, including eight years with the County of Santa Barbara's Planning and Development Department. Abe is especially adept at conveying complex and technical information to the public, press and decision makers in a clear and accessible manner. He has managed preparation of EIRs for residential, commercial and industrial projects throughout Los Angeles, Ventura, and Santa Barbara counties. His recent project experience includes the Beverly Hills Gateway Project EIR, El Segundo Aquatics Center Site Feasibility Study EIR, Long Beach North Village Redevelopment EIR, and Burbank Media Studios North EIR.

Duane Vander Pluym, D.Env will perform all Quality Assurance/Quality Control for this contract. Dr. Vander Pluym has more than 30 years of environmental consulting experience, during which time he has conducted numerous environmental studies for public agencies and private clients. His project experience includes a wide range of technical and environmental studies for energy and pipeline projects, infrastructure projects, community plans, specific development plans, major planned residential communities, commercial and industrial facilities. His areas of technical expertise include biology, ecosystem analysis, hydrology, water quality, noise, air quality, aesthetics, and public services.

Walt Hamann, PG, CEG, CHG, REA II, Principal and Senior Geologist with Rincon Consultants will provide technical support and expertise with regard to groundwater, geology, and contaminated materials. Walt holds a Bachelor of Science degree in geology from the University of California, Santa Barbara and a Master of Science degree in geology from the University of California, Los Angeles. He has over 25 years of experience conducting geologic evaluations including faulting and seismic evaluations, site assessment and remediation projects, and groundwater studies. Walt has designed numerous remediation programs, including soil vapor extraction, air sparging, excavation, and metals remediation programs for properties throughout southern California. He is a Professional Geologist (#4742), Certified Engineering Geologist (#1635), Certified Hydrogeologist (#208) and Registered Environmental Assessor II (#20063) with the State of California. Through this experience he has overseen numerous water quality sampling and reporting programs administered by the California Regional Water Quality Control Board, the Department of Toxic Substances Control, and local regulatory oversight agencies.

Greg Martin, AICP, a Senior Planner/Project Manager with Rincon, will work on environmental analysis for this contract. Greg holds a Master's degree in City and Regional Planning from Cal Poly San Luis Obispo, and is a member of the American Planning Association (APA) and the American Institute of Certified Planners (AICP). His project experience with Rincon includes work on Initial Studies, EIRs, Noise Studies, and Water Supply Assessments. Greg has worked on a number of CEQA documents for the City of Santa Monica and previously worked on The Annenberg Project at Lower Point Vicente EIR, El Segundo Aquatics Site Feasibility Alternatives EIR, and Claremont University Consortium Administrative Campus Project IS/MND. He is currently overseeing the environmental analysis for the Claremont McKenna College Master Plan EIR.

Matt Maddox, MESM serves as an environmental planner within Rincon's Environmental Science and Planning group and the Sustainable Consulting Group. In this capacity, Matt is involved in a wide range of urban planning and land use studies, sustainable design review, air quality and greenhouse gas analysis, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. He has contributed to successful environmental and planning projects ranging from focused



inner city redevelopment studies, to sustainable design review and documentation for compliance with environmental regulations, to greenhouse gas emissions analysis for General Plan housing elements, to LEED certified mixed use projects. Matt has developed a focus in the area of urban planning, sustainable design, and greenhouse gas analysis. He is a Certified Green Building Professional with Build It Green® and is an accredited Lead Greenhouse Gas Verifier with the California Air Resources Board (CARB).

Morgan Wazlaw, CPESC-IT, serves as an Environmental Planner within Rincon's Environmental Science and Planning group, specializing in environmental impact analyses. Morgan holds a Bachelor's of Science in Community and Regional Development with emphases in Policy, Planning, and Management from the University of California, Davis and has wide-ranging hydrological, geological, and land-use planning experience. She is an experienced technical writer and has prepared numerous CEQA documents including Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, Categorical Exemptions, Air Quality Studies, and Noise Studies. Her experience includes: Camarillo Conejo Creek Specific Plan EIR, Los Angeles Mangrove Estates Mixed Use Development Project EIR, Agoura Road Office Project, Ventura Community Memorial Hospital District Master Plan EIR, Libbey Bowl Improvement and Reconstruction Project EIR, and the Long Beach North Village Project EIR.

Julie Welch Marshall, REA II, Senior Associate, will be responsible for hazardous materials evaluations and investigation under this contract. Julie holds a Bachelor of Science degree in Environmental Engineering from Rensselaer Polytechnic Institute, Troy, New York. She is a Registered Environmental Assessor II and has over 14 years of professional experience with Rincon preparing, managing and directing environmental assessment projects. Her professional experience includes directing and completing numerous projects throughout California including: All Appropriate Inquiry (All) Phase I Environmental Site Assessments (ESAs), Soil and Groundwater Assessments, Preliminary Endangerment Assessments, Health Risk Assessments, Remedial Action Plans, Segregation and Handling of Hazardous Soils, Construction Monitoring and Remediation Projects.

Torin R. Snyder, PG, CHG, REA I, QSD/P, CPSS, serves as a Senior Hydrogeologist for Rincon and will work on all groundwater issues throughout this contract. Torin holds a Bachelor of Science degree in Soil Science from California Polytechnic State University, San Luis Obispo, California. He is a Professional Geologist (#8663), Certified Hydrogeologist (#950), Registered Environmental Assessor I (#8088), Qualified SWPPP Developer/ Practitioner (#649), and Certified Professional Soil Scientist (#28222). Torin has over 11 years of professional experience preparing, managing and directing water quality and storm water compliance projects. He is responsible for oversight and implementation of fieldwork, data collection, compilation, client and agency contact, report preparation, and project management. His experience includes hydrology and water quality, vadose zone hydrology environmental investigations, hydrogeology environmental investigations, hazardous waste investigations, and soil and groundwater remediation/mitigation.

Julie Broughton, PhD, CISEC, QSP, serves as a paleontologist, arborist, and biologist with Rincon Consultants, Inc. Julie holds a Bachelor's of Science (BS) in Ecology and Evolution from the University of California, Santa Barbara, where her studies focused on the identification, ecology, evolution and interaction of plants and animals. She is currently pursuing her PhD in Geology through the Earth Science Department at the University of California, Santa Barbara with an emphasis in distribution and climatic constraints of Tertiary fossil plants of California. Julie is a Certified Arborist (Cert. # WE-8726A) through the International Society of Arboriculture and has Authorization to collect Voucher Specimens of State Designated Endangered, Threatened and Rare Plants (Voucher Permit #10004) issued by the



California Department of Fish and Game. Her responsibilities include research and field surveys for plant habitat, paleontological, and biological evaluation, general biological surveys, permit implementation and compliance, and the preparation of biological reports for compliance with both NEPA and CEQA.

Kevin Hunt is Rincon's Cultural Resources Program Manager with more than 18 years of experience in California archaeology, history, and Native American consultation. He holds a Bachelor of Arts degree in Anthropology with a minor in American Indian Studies from San Diego State University. His expertise includes the full range of archaeological studies, from literature reviews to large data recovery excavations, as well as the survey and evaluation of historic built environment resources and traditional cultural properties. He has prepared more than 100 technical reports and numerous cultural resources sections for documents including EIRs, Environmental Assessments (EAs), EISs, and EIR/EISs. As a cultural resources generalist, he ensures these studies consider the entire spectrum of cultural resources and full range of potential impacts, as well as provide creative yet defensible mitigation measures. He has conducted third party peer reviews of technical studies for conformance with CEQA and is experienced at adeptly but considerately responding to public comments on Draft EIRs for sensitive or contentious projects. His local experience includes projects in Seal Beach, Huntington Beach, Carson, Rolling Hills, Los Angeles, and other nearby communities, as well as a fiber-optic communications line that traversed the city of Long Beach.

Joan Brown, Senior Archaeologist, will serve as the Cultural Resources Principal Investigator. Joan is a Registered Professional Archaeologist (RPA) with more than 30 years of experience in California archaeology. She has extensive experience in faunal remains analysis and has identified over 3,100 avifaunal remains as a part of her thesis research. She has been responsible for all aspects of cultural resources studies including proposal writing, site evaluation, mitigation, faunal and lithic analysis, monitoring, and report writing. Joan has extensive experience completing projects under the California Environmental Quality Act (CEQA), CEQA Plus, and the Section 106 process for National Historic Preservation Act (NHPA) implementation. As a Project Manager/Senior Archaeologist for the last 20 years, Joan has successfully completed projects under the auspices of Caltrans, City and County governments, and Native American Tribal trusts. She has been responsible for consultation with clients in the public and private sectors and with Native American representatives and she has managed and written technical reports for hundreds of projects throughout Los Angeles and Orange counties.

Katherine Warner is a Geographic Information Systems Professional (GISP), and serves as Geographic Information System (GIS) Analyst with Rincon. Katherine holds a Bachelor's of Science (BS) in Biological Sciences and a Bachelor of Arts (BA) in Geography from the University of California, Santa Barbara, where she studied ecology and evolution, focusing on botany and biogeography. She has assisted both public and private clients in the development of GIS databases, including conducting field-reconnaissance for large-scale vegetation surveys, ground-truthing remotely-sensed vegetation data, habitat mapping, geoprocessing and overlay analysis, creation of a natural-resource GIS database for UC Coal Oil Point Natural Reserve, spatial model creation and analysis for the Ventura Hillside Conservancy, wetland delineation and habitat mapping for North Fagan Canyon, and California State University, Channel Islands, and the development of a digitally-mapped trails network and database for the Santa Rosa Valley Trails, Inc.



STAFF EXPERIENCE MATRIX

The following matrix highlights all Rincon professionals' educations, years of experience, and areas of expertise.

**Rincon Consultants, Inc.
 Personnel Experience Matrix**

Personnel	Degree(s)	Years of Experience	Biological Resources	CEQA/NEPA Compliance	Construction & Mitigation Monitoring	General Environmental Consulting	Geologic/Seismic Studies	GIS/Graphics Resources	General/Specific/Master Plans	Health Risk Assessment	Phase I/II Site Assessment	Revegetation and Restoration	Permit Compliance Services	Soil/Groundwater Remediation	Storm Water Pollution Prevention	Regulatory Agency Liaison	Cultural Resources
Tricia Ainsworth, REA	B.S. Environmental Engineering, 1999	10			X	X	X			X	X			X	X	X	
Kathy Babcock	A.A. Art & Design, 1998	18						X									
Cher Batchelor	B.S., Ecology and Systematic Biology	11	X		X			X				X	X		X	X	
Chris Bersbach	MESM, Conservation Planning, B.A., Psychology	9		X		X			X								
Colby Boggs	M.S., Botany, 2001, B.S., Ecology and Evolution, 1996	13	X	X	X							X	X			X	
Julie Broughton, CISEC, QSP	Ph.D. (candidate) B.S Ecology and Evolution	10	X		X							X	X		X		X
Amber Bruno	B.S., Botany and Plant Science	6	X	X	X								X			X	
Paul Calderwood	B.A. Environmental Studies, 1980	25		X	X	X			X							X	
Shauna Callery	MCRP, 2009; M.S. Transportation Engineering	3		X		X		X									
Lacrisa Cook	MESM, 2004; B.S. Bio, Minor Chem. 2000	11	X	X	X	X			X			X	X		X	X	
Richard Daulton	MURP, 1997 B.A Economics, 1995	16		X		X			X				X			X	
Shawn Decker	MESM, 2005; B.A. Geography, Enviro Studies, 2002	7			X	X	X			X	X			X			
John Dreher, Jr., LEED AP	B.S. Environmental Studies, 1998	12	X	X	X				X			X	X		X	X	
Megan Jones	B.A. Geography, Enviro Studies, 2005	6		X	X				X								



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Personnel	Degree(s)	Years of Experience	Biological Resources	CEQA/NEPA Compliance	Construction & Mitigation Monitoring	General Environmental Consulting	Geologic/Seismic Studies	GIS/Graphics Resources	General/Specific/Master Plans	Health Risk Assessment	Phase I/II Site Assessment	Revegetation and Restoration	Permit Compliance Services	Soil/Groundwater Remediation	Storm Water Pollution Prevention	Regulatory Agency Liaison	Cultural Resources
R. Scott English, RME, REA II	B.S. Soil Science, 1995	16			X	X				X	X			X		X	
Erik Feldman, LEED AP, REA I	M.S. Enviro. Science, 2003	9			X					X	X			X			
Rob Fitzroy	M.P.P. Environmental Planning, 2008; B.A., Political Science, 2006	5		X		X			X								
Nancy Fox- Fernandez	M.S., Natural Resources, 2005; B.A Psychology, 1993	11	X	X	X				X			X	X		X	X	
Kealoha Ghiglia	B.S., Pharmacology	3		X		X											
Michael Gialketsis	B.A. Environmental Studies, 1979	32	X	X	X	X			X				X			X	
Felicia Griego	B.S. Biology, Minor Chemistry	6	X	X	X	X						X	X		X		
Walter Hamann, PG, CEG, CHG, REA II	M.S. Geology, 1985 B.A. Geology, 1982	29		X		X	X			X	X			X	X	X	
Steven J Hongola	BS, Evolution and Ecology, 2001	10	X	X	X							X	X			X	
Craig Huff	BS, Natural Resource Planning, 2000	10						X									
Kevin Hunt	B.A., Anthropology	18		X	X											X	X
Jake Hurley	B.A. Environmental Science, 2006	4				X	X					X			X		
Sarah Larese, REA I	B.A. Environmental Studies, 1994	15			X	X				X	X			X	X		
Abe Leider, AICP CEP	B.A. English, Minor Enviro. Studies, 1990	16		X		X		X	X								
Jake Lippman	B.S. Geology M.A. Climate and Society	3				X	X					X			X	X	
Matt Maddox	MESM, 2008 BS, Political Science, 2003	6		X		X			X								
Julie Marshall, REA II	B.S. Environmental Engineering, 1994	18		X	X	X				X	X			X	X	X	
Ryan Merkey	B.S. Environmental Studies, 1997	12				X					X			X			



**Rincon Consultants, Inc.
 Personnel Experience Matrix**

Personnel	Degree(s)	Years of Experience	Biological Resources	CEQA/NEPA Compliance	Construction & Mitigation Monitoring	General Environmental Consulting	Geologic/Seismic Studies	GIS/Graphics Resources	General/Specific/Master Plans	Health Risk Assessment	Phase III Site Assessment	Revegetation and Restoration	Permit Compliance Services	Soil/Groundwater Remediation	Storm Water Pollution Prevention	Regulatory Agency Liaison	Cultural Resources
Rob Mullane	M.S. Geol & Geophys, 1996 B.S. Geology, 1993	15		X	X		X		X				X				X
Joe Power, AICP CEP	M.A. Urban Planning, 1991 B.A. Geography, 1985	21		X		X			X				X				
Torin Snyder, PG, REA I, CHG, CPSS, QSP/D	BS, Soil Science, Minor Watershed Mgmt, 1999	11				X	X			X	X			X	X	X	
Stephen Svete, AICP, LEED AP ND	M.A. Arch & Urban Planning B.A. Geography, 1981	30		X		X		X	X								X
Jennifer Turner	M.S. Natural Resources, Candidate; B.S. Biology, 1996	13	X		X			X				X					
Duane Vander Pluym D. Env	M.S. Biology, 1975; D.Env.1988; B.S. Biology, 1974	34	X	X	X	X		X	X	X		X	X		X	X	
Katherine Warner, GISP	B.A., Geography, 1996 B.S., Biology, 1996	13						X				X					
Morgan Wazlaw	BS, Community & Regional Development, 2008	3		X		X			X								
Carie Wingert	M.S. Candidate, B.S. Biology, 2000	10	X		X							X	X				

SUBCONTRACTOR INFORMATION

Rincon has extensive in-house experience that minimizes the need for use of subconsultants. The technical issue area for which we would expect to retain subconsultants is typically limited to traffic/circulation. Firms with whom we have worked for this issue and may consider for individual projects are listed below.

Traffic and Circulation

- *Iteris*
- *Linscott, Law & Greenspan, Engineers (LLG)*
- *Fehr & Peers*
- *Associated Traffic Engineers (ATE)*

Other issues for which we may retain subconsultants for specific projects include geotechnical concerns,



EXHIBIT “B”

Rates or Charges



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Biological, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Rate</u>
Principal II.....	\$ 215/hour
Principal I	\$ 175/hour
Senior Supervising Environmental Scientist/Planner/Biologist II	\$ 155/hour
Supervising Environmental Scientist/Planner/Biologist I.....	\$ 145/hour
Senior Environmental Scientist/Planner/Biologist II	\$ 140/hour
Senior Environmental Scientist/Planner/Biologist I.....	\$ 125/hour
Environmental Scientist/Planner/Biologist III	\$ 110/hour
Environmental Scientist/Planner/Biologist II	\$ 95/hour
Environmental Scientist/Planner/Biologist I.....	\$ 75/hour
Environmental Technician	\$ 65/hour
Environmental Field Aide	\$ 60/hour
Senior GIS Specialist	\$ 110/hour
GIS Specialist	\$ 90/hour
CAD Specialist.....	\$ 75/hour
Graphic Designer.....	\$ 75/hour
Technical Editor.....	\$ 85/hour
Clerical/ Administrative Assistant.....	\$ 60/hour
Production Technician.....	\$ 60/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

EXHIBIT “C”

City’s Representative:

Jill Griffiths

EXHIBIT “D”

Materials/Information Furnished: None