

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH MONTROSE ENVIRONMENTAL SOLUTIONS, INC
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Montrose Environmental Solutions, Inc., a Delaware Corporation ("Consultant").

R E C I T A L S

- A. City desires to obtain Professional Technical Services for California Environmental Quality Act compliance specific to the recently approved Water Supply Alternatives Plan.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of four hundred forty-eight thousand seven hundred eighty-eight dollars and no cents (\$448,788.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number JL 55814.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Claire Nordlie
Senior Water Resources Planner
69 Stony Circle
Santa Rosa, CA 95401
(707) 543-3962
cnordlie@srcity.org

Consultant Representative:

Ken Schwarz
Managing Principal
1 Kaiser Plaza, Ste 340
Oakland, CA 94612
(510) 421-7664
keschwarz@montrose-env.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2026.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

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

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

Montrose Environmental Solutions, Inc.,
a Delaware Copration

CITY OF SANTA ROSA

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):


- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print
Name: _____


Title: _____

Signatures of Authorized Persons:

By:  _____
Vijay Manthripragada (Sep 30, 2024 13:14 EDT)

Print Name: Vijay Manthripragada

Title: CEO

By:  _____

Print Name: Nasym Afsari

Title: Secretary

APPROVED AS TO FORM:

 _____
Robert B. Maddow (Sep 30, 2024 10:39 PDT)

Office of the City Attorney

ATTEST:

Recording Secretary

City of Santa Rosa Business Tax Cert. No.

06530913

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B – Cost Proposal

Proposal to provide

CEQA Consultant Services for Water Supply Options (R166192)

Submitted to
City of Santa Rosa

July 12, 2024



Possible well location at Yulupa Avenue (GW-1)



Existing well location at Sonoma Water Aqueduct (GW-3)



Existing well location at Hearn Avenue (GW-3)



Santa Rosa Water Administration

A. COVER LETTER

July 12, 2024

City of Santa Rosa

Submitted via PlanetBids Portal

Subject: Response to RFP for CEQA Consultant Services for Water Supply Options (R166192)

To City of Santa Rosa:

Montrose Environmental (Montrose) appreciates the opportunity to present our team's proposal to provide the City of Santa Rosa (City) Water Department (Santa Rosa Water) with California Environmental Quality Act (CEQA) compliance services. More specifically, Montrose would provide CEQA consultant services for the City's exploration and potential implementation of multiple water supply strategies, including developing new groundwater production wells, converting existing emergency wells into production wells, and developing aquifer storage and recovery wells.

Our Montrose team will be led by project manager **Patrick Donaldson**, who specializes in developing CEQA documents for water resources projects and plans, including groundwater supply projects and complex projects with multiple options or alternatives. **Ken Schwarz, Ph.D.**, will serve as the principal-in-charge on the project and will oversee all aspects of the project to ensure contract delivery. Senior Associate **Debra Lilly** will provide additional focus and capacity for the CEQA analysis and brings over 25 years of experience with CEQA compliance for water resources projects, including groundwater well and banking projects. **Tom Engels, Ph.D.**, will provide QA/QC and ensure the environmental document meets all procedural and substantive requirements of CEQA. Our team also includes attorneys **Colin Pearce** and **Jolie-Anne Ansley** from **Duane Morris** to provide additional CEQA legal expertise, if needed.

The Montrose team is the right team to support the City's CEQA needs for the following reasons:

- ❖ **CEQA Expertise for Water Resource Alternatives and Groundwater Projects:** We are experienced in interpreting and translating water resource plans and engineering documents into project descriptions for CEQA analysis. We understand the issues that commonly arise in water supply expansion, resiliency, well, and groundwater project evaluations under CEQA. These may include potential stream drawdown, pumping energy requirements, potential noise and air quality emissions related to well and recovery operations, alignment with the Santa Rosa Plain Groundwater Sustainability Agency's (GSA's) groundwater sustainability plan (GSP), and potential growth inducement, to name just a few. We are also very experienced with addressing variable hydrologic conditions, including dry and wet year demands, phased project implementation, program updating, and the program approval process. Our staff is very comfortable communicating with engineering and planning staff.
- ❖ **Understanding the City's Needs:** Through the Water Supply Alternatives Plan (WSAP), the City developed an approach to expand its potable water supply portfolio to provide resiliency and mitigate the potential impacts of future water supply shortages caused by severe and/or prolonged droughts or catastrophic service interruptions, while also meeting future peak-day demands. The WSAP evaluated multiple options to meet these goals, and the City seeks to implement the following three:
 - GW-1: Additional Groundwater Extraction Wells

- GW-2: Convert Existing Emergency Wells into Production Wells and Convert Test Borings into Production Wells
- GW-3: Local Aquifer Storage and Recovery (ASR) Wells

The City wishes to pursue all three options concurrently, while initially allowing some flexibility in the number, specific location, and timing of each individual project activity. In this way, the project will provide the City with an adaptive strategy that addresses water supply resiliency through multiple complementary efforts.

- ❖ **CEQA Approach for Three Water Supply Options:** Section C, *Methodology*, of our enclosed proposal highlights the key considerations in developing an appropriate and efficient CEQA approach and document for the three water supply options. In Section C, we describe the range of anticipated potential impact topics for options GW-1, GW-2, and GW-3. We also recommend how to structure the CEQA evaluation, how to address site-specific well resource issues versus regional resource issues for the entire plan area (with a focus on biological and cultural resources), and how to consider alternatives.
- ❖ **Experienced CEQA Project Manager:** Patrick Donaldson has extensive experience managing the CEQA process and developing CEQA documents for complex water resource projects, including water supply resiliency and groundwater projects. Patrick is also the lead author on many of the technical CEQA resource sections when he manages the CEQA process. This provides efficiency and focus in developing the CEQA document. Patrick is a gifted writer and has an excellent ability to translate complex project concepts and potential environmental impacts into clear language. Patrick has successfully managed several reference projects that are relevant to the City’s current CEQA needs. Please see Patrick’s resume in Attachment 1, *Resumes of Key Staff*.
- ❖ **Quality Assurance/Quality Control:** Ken Schwarz and Tom Engels will support Patrick and will lead the Montrose team’s QA/QC process. We will develop a delivery schedule for all team members that incorporates internal review and editing of all documents prior to delivery to the City. Tom will review all documents to verify content and accuracy. Once review and revisions are complete, documents will be subjected to non-technical QA/QC for final edit and formatting. We routinely contract with a highly reputable vendor, Allyant, to ensure that our documents comply with state and federal accessibility requirements.

Our proposal price is valid for a period of at least 180 days. Montrose’s services will be managed from our office at 1 Kaiser Plaza, Suite 340, Oakland, CA 94612.

We have reviewed the City’s Standard Professional Agreement and the insurance requirements. If selected, we are prepared to execute the agreement and provide the required insurance documentation. As managing principal, I am authorized to negotiate and sign all agreements.

We believe that our qualifications—specifically, our CEQA experience with water supply resiliency and groundwater well and recharge projects like the City’s—makes us the right consultant choice and provides the City with many advantages. We hope to meet with you to share our perspective on the project.

Sincerely,

Montrose Environmental Solutions



Ken Schwarz, Ph.D., Managing Principal

1 Kaiser Plaza, Suite 340, Oakland, CA 94612

Office: (510) 986-1850 | Mobile: (510) 421-7664 | keschwarz@montrose-env.com



B. BACKGROUND AND PROJECT SUMMARY

B.1 Background – Water Supply in Santa Rosa

A History of Water Stewardship

Since 1896, the City of Santa Rosa (City) has been engaged in water supply planning and efficiency. Early water supply sources included Lake Ralphine, natural springs, and wells. In 1959, the City connected to the Sonoma County Water Agency's (Sonoma Water's) water supply system to secure a reliable and clean water supply from the Russian River for the growing community.

The City's Water Department (Santa Rosa Water) has implemented water conservation efforts since the severe drought in 1976–1977 and began offering water use efficiency programs in 1991. Santa Rosa Water updates the City's Urban Water Management Plan and Water Shortage Contingency Plan every 5 years. Furthermore, the City has been an early implementer of State water efficient development standards and adopted a Water Waste Ordinance in 1999. As a result, over the 30-year period from 1990 to 2022, while the population increased 57 percent, water use in Santa Rosa in 2020 was reduced by 14 percent compared to drought years like 1990 and decreased by 20 percent compared to peak use in 2004. Santa Rosa Water's successful expansion of its conservation initiatives, along with early adoption of State building and plumbing codes, has resulted in a 45 percent reduction in water usage per person from 1990 to 2020.

Water Supply Alternatives Plan

Even with the conservation successes of the past 30 years, Santa Rosa Water currently meets only 6 to 7 percent of its annual urban demand for potable water using municipal wells. Sonoma Water provides the remaining 93 to 94 percent of potable supply for urban customers. Regional climate change assessments warn that local droughts will likely become more severe and more frequent, and local water use analysis shows that recent decreases in per capita use make additional large-scale reductions less likely.

In May 2022, Santa Rosa Water launched the Our Water Future Project to identify ways to increase water supply resiliency and reliability by increasing the diversity and production capacity of its water supply portfolio. The first step was development of the Water Supply Alternatives Plan (WSAP), which provided a menu of water supply options and portfolios for increasing water supply resiliency and reliability. These options spanned the full range of approaches and technologies, from groundwater storage and supply, potable and non-potable recycled water, and desalination to stormwater treatment and water efficiency programs. After much stakeholder input and screening, an initial assessment of potential supply options was narrowed to a short list of supply options, which underwent a more detailed feasibility analysis.

B.2 Purpose and Objectives of the Our Water Future Project

Through the WSAP, the City created a goal of expanding and diversifying its potable water supply portfolio to enhance its resiliency and mitigate the potential impacts of future water supply shortages caused by severe and/or prolonged droughts or catastrophic service interruptions. New supplies were identified that could augment existing City groundwater production capacity to work toward the following targets:

1. Mitigating Droughts – Meet thirty percent (30%) of City's water demand with municipal supplies to mitigate impacts of Russian River supply shortages (e.g., due to prolonged and/or severe drought).
2. Mitigating Natural Disasters & Catastrophic Events – Provide fifty percent (50%) of normal domestic/indoor demand for potable water with municipal supplies during Russian River supply disruption.



3. Mitigating Peak Day Demand – Meet thirty percent (30%) of peak month average day demand for potable water with municipal supplies.

For this project, Santa Rosa Water selected three groundwater supply options that could meet these targets:

- GW-1: Additional Groundwater Extraction Wells
- GW-2: Convert Existing Emergency Wells into Production Wells and Convert Test Borings into Production Wells
- GW-3: Local Aquifer Storage and Recovery (ASR) Wells

The City wishes to pursue all three options, while initially allowing some flexibility in the number, specific location, and timing of each individual project activity. In this way, the project will provide the City with an adaptive strategy that addresses water supply resiliency through multiple complementary efforts. Montrose’s approach to evaluating these components—most notably, addressing the menu of available options without over- or understating potential environmental impacts—is described in more depth in Section C, Methodology.

Regional Coordination

Water supply issues are, by nature, regional and collaborative. Groundwater supply activities would be closely coordinated with the Santa Rosa Plain Groundwater Sustainability Agency (GSA) to support groundwater basin sustainability as outlined in the groundwater sustainability plan (GSP) and the County of Sonoma’s Well Ordinance. Additionally, various regional efforts are currently underway or being considered that may also contribute to meeting Santa Rosa’s water supply goals. These efforts are being led by Sonoma Water (water supply resiliency study), the Santa Rosa Plain GSA (groundwater sustainability projects), and the Russian River Water Forum (addressing Pacific Gas and Electric Company’s plans to decommission the Potter Valley Project). The City is actively involved with these activities and is committed to continue working with these and other partners to enhance regional sustainability as future opportunities arise. Engagement in these efforts will be reflected in the CEQA document through environmental setting descriptions in relevant resource areas, as well as discussion in the cumulative impact analysis.

Stakeholder Input and Public Outreach

Stakeholder input and public outreach have been key components throughout the initial process of developing the WSAP and identifying the project options and components. The effort of soliciting input and disseminating information involved several distinct groups of participants. The Santa Rosa Water team had high-level involvement from multiple City planning and engineering departments. Leaders from a wide range of stakeholder organizations and interests participated in the process of identifying possible water supply solutions, evaluating their feasibility, and developing a comparative ranking of options. The community at large has been actively involved at key decision points throughout the process.

The stakeholder groups and community members who have engaged with the City to date are likely to expect a similar level of outreach and informational access going forward. As the project moves into the planning and engineering phase, Montrose understands that expectations for public review may be higher than for an average project. We will ensure that CEQA-mandated public review is conducted in a way that allows decision makers, stakeholders, and the public to ask questions and provides meaningful opportunities for input.



C. METHODOLOGY

Montrose has extensive experience in managing the CEQA process and preparing CEQA documents for water supply/resource projects and programs. The Scope of Services (Exhibit A to the RFP) appears reasonable and in line with Montrose's typical CEQA compliance approach for projects of this nature. Based on the information in the RFP and the City's WSAP, we believe an environmental impact report (EIR) is likely to be required; nevertheless, Montrose agrees with the approach of first analyzing potential impacts to resources in an initial study, which would determine the type/scope of the environmental document to be prepared, or whether an exemption could apply.

While impacts would depend on site-specific conditions, the addition of up to 12 additional groundwater extraction wells (Option GW-1), in particular, would have the potential to result in significant effects. This could include impacts to cultural and/or biological resources, as well as noise, hydrology/groundwater resources, air quality/greenhouse gas (GHG) emissions, and aesthetics. Conversion of existing emergency wells into production wells and conversion of test borings into production wells (Option GW-2) would have less potential for impacts, as these would be changes to existing facilities. Well conversions such as these cause less of a hydrologic change, or construction-related impacts, relative to baseline than with the installation of entirely new wells. With respect to the construction of up to six ASR wells (Option GW-3), this would have similar potential for environmental impacts as Option GW-1 (discussed above) in terms of the addition of new facilities.

Portions of the proposed ASR zone (Option GW-3), as indicated in the WSAP, are more densely developed than the proposed location for extraction wells (Option GW-1); as such, there may be increased potential for noise and air quality (e.g., hazardous emissions) impacts, depending on the specific locations of the wells. This area also appears sensitive for cultural resources, as discussed further below. The ASR wells may have less potential to adversely affect groundwater levels (e.g., drawdown, due to extraction) compared to the production wells, although there would still be potential for adverse effects depending on the hydrologic year type.

Although the specific locations of new extraction and ASR wells are not known, Montrose believes a project-level CEQA analysis would be appropriate. For example, assuming an EIR would be prepared, a project EIR (rather than a program EIR) could evaluate the effects of the three water supply options, given that the options are not being considered as a series of actions and sufficient detail is available to provide some site-specific analysis¹. Nevertheless, Montrose would work closely with the City to determine the most appropriate and advantageous type of CEQA document and approach. Due to the nature of the project, as described in the RFP, Montrose believes it would be important to evaluate each water supply option (i.e., GW-1, GW-2, and GW-3) separately within the CEQA document. This would enable the City to move forward with any combination of options if it is not certain that all options would be fully implemented. To accomplish this, Montrose anticipates including subheadings within each impact discussion to separately evaluate and reach a significance conclusion for each of the proposed water supply options. In addition, a combined analysis would then be provided to describe the effects of fully implementing all three options together. This approach would provide the City with the most flexibility to implement a range of options.

As described in the RFP, any chosen groundwater supply option(s) would be closely coordinated with the Santa Rosa Plain GSA to support groundwater basin sustainability as outlined in the GSP and the County of Sonoma's Well Ordinance (Sonoma County Code Chapter 25B). The Santa Rosa Plain Groundwater Basin (1-055.01) is a

¹ Should specific locations be identified for proposed new wells prior to the CEQA review (i.e., rather than the "zones" indicated in the WSAP), this would lend further support for a project-level analysis.



Medium priority basin pursuant to the Sustainable Groundwater Management Act (SGMA), as identified by the California Department of Water Resources (DWR). Montrose supports the concept of close coordination with the GSA, and any comments provided by the GSA (through direct communications or via the CEQA scoping process) would be considered during preparation of the CEQA document. Based on the lack of specific information on the locations of proposed wells, it may not be possible to quantitatively model potential drawdown effects due to project pumping. However, Montrose could analyze effects on the groundwater balance at a high level based on the proposed withdrawals and the known storage in the basin. Mitigation measures and/or operating criteria could likely be developed to ensure that significant impacts would not occur—both with respect to the sustainability goals/criteria and minimum thresholds contained in the GSP and potential effects on any nearby existing wells. Montrose has experience performing CEQA analyses for several groundwater extraction and ASR well projects, which would inform our understanding of the project described in the RFP and potential groundwater basin effects.

In a similar respect, potential impacts on cultural and biological resources are highly site specific; thus, given the relatively large area within which the groundwater extraction (Option GW-1) and/or ASR (Option GW-3) wells could be installed, Montrose would likely take a high-level approach and incorporate conditional mitigation measures. Alternatively, the analysis of habitats, species occurrence, and cultural resources records during the environmental document preparation could identify areas to avoid for new extraction and/or ASR wells. Based on our experience, Montrose could craft an analysis approach (in coordination with the City and Montrose's legal counsel) that avoids or reduces impacts; minimizes the City's obligations for future monitoring, surveys, and/or mitigation; and is legally defensible. As of now, the zones identified for new groundwater extraction and ASR wells appear sensitive for cultural resources—in particular, the Laguna de Santa Rosa area, which we know from experience has many archaeological sites. Additionally, due to the proximity of various creeks to the zone within the City (for Option GW-1), there could be sites here as well. Moreover, during the tribal coordination/CEQA process, tribes may identify additional tribal cultural resources (TCRs) in the Laguna de Santa Rosa area. Prior to project implementation, specific well sites would need to be field checked for the presence of archaeological sites. The zones also may be sensitive for biological resources. Based on our preliminary analysis, special-status species may be found within or in close proximity to each zone. In particular, the proposed ASR zone (Option GW-3) is within the range of California tiger salamander and includes suitable upland and potential aquatic habitat for the species. Apart from biological and cultural resources, other resource topics would likely be more straightforward, although, in some cases, conditional mitigation measures may need to be prescribed that would stipulate future study or siting/design criteria. Again, based on Montrose's experience, careful crafting of mitigation measures would ensure their effectiveness and defensibility and, where feasible, would reduce the need for additional future CEQA review.

Assuming an EIR is prepared (to be determined via the initial study), Montrose would need to consider alternatives to the project that (1) meet most of the project objectives; (2) are potentially feasible; and (3) avoid or reduce at least one of the project's significant environmental effects. In this case, since the WSAP has already been prepared, the EIR could potentially reconsider alternatives that were screened out (e.g., due to cost or other factors) during the WSAP process. Alternatively, the EIR could consider alternative locations for new extraction and ASR wells (relative to the zones identified in the WSAP); a reduced scale/ intensity alternative in terms of number of wells or pumping capacity; or other ways (not already considered in the WSAP) of accomplishing the City's goals of bolstering alternative water supplies and minimizing reliance on Sonoma Water. Montrose would work closely with the City and legal counsel in developing project alternatives, should they be necessary. If a mitigated negative declaration (MND), negative declaration (ND), or CEQA exemption is determined to be the appropriate level of CEQA review, alternatives would not be needed.



With respect to specific tasks in Exhibit A, Montrose is well versed in each of the components, including coordinating with stakeholders (e.g., agencies and tribes); running and presenting at public meetings; preparing CEQA notices and mailing lists; preparing environmental documents; responding to comments; developing mitigation monitoring and reporting programs (MMRPs); and preparing CEQA findings and decision-related documents. If selected for this project, Montrose would bring its vast experience and expertise to each of these tasks, along with clear and effective communication, organization and attention to detail, and commitment to quality.



D. SCHEDULE

This schedule provides an estimated duration for each task provided in Exhibit A of the RFP. We have included estimated timelines for each of the four possible CEQA document pathways. Our proposed timeline is as follows:

- Exemption – 18 weeks (4.5 months) from notice to proceed
- ND or MND – 38.5 weeks (9.6 months) from notice to proceed
- EIR – 57.5 weeks (14.4 months) from notice to proceed

Please refer to **Attachment 2** for a modified task list that includes some activities that are not identified in Exhibit A of the RFP but that we propose to include in our scope of work.

Task/Subtask		Duration (in weeks)			
		Notice of Exemption	ND	MND	EIR
Task 1.0: Project Initiation and Ongoing Project Management		Notice of Exemption	ND	MND	EIR
1.1	Project Management Meetings	ongoing			
1.2	Review Background Documents	4	4	4	4
1.3	Prepare CEQA Project Description	4	4	4	4
1.4	Attend BPU and City Council Meetings	ongoing			
1.5	Prepare Community/Stakeholder Workshops	ongoing			
Task 2.0: Administrative Draft Initial Study and Checklist		Notice of Exemption	ND	MND	EIR
2.1	Prepare Initial Study and Checklist <i>* preliminary screening</i>	4*	6	6	6
2.2	Prepare Tribal Consultation Notice and Assist with Consultation Process	concurrent with Task 2.1			
2.3	Revise Initial Study and Checklist	2	2	2	2
2.4	Assist with Informal Agency Consultations	2	2	2	2
Task 3.0: Draft Exemption, ND, MND, or EIR		Notice of Exemption	ND	MND	EIR
3.1	Prepare Draft Exemption, ND, MND, or EIR	1	4	4	12
3.2	Prepare NOP	N/A	N/A	N/A	4
3.3	Prepare Draft NOI or NOA and NOD	concurrent with Task 3.4			
3.4	Prepare Revised Draft and Finalize Exemption, ND, MND, or EIR	1	2	2	4
Task 4.0: Solicit and Respond to Comments and Final ND, MND, or EIR		Notice of Exemption	ND	MND	EIR
4.1	Develop Radius Mailing Content and Map	N/A	concurrent with Task 3.4		



Task/Subtask		Duration (in weeks)			
	<i>Public Review Period (assumes 30 days and 45 days)</i>	N/A	4.5	4.5	6.5
4.2	Draft Responses to Comments and Final CEQA Document	N/A	4	4	6
4.3	Revise and Provide Final CEQA Document (<i>assumes that recirculation is not required</i>)	N/A	2	2	2
Task 5.0: Mitigation Monitoring and Reporting Program		Notice of Exemption	ND	MND	EIR
5.1	Draft Mitigation Monitoring Reporting Program (MMRP)	N/A	N/A	concurrent with Task 4.3	
5.2	Revise and Provide Final MMRP	N/A	N/A		
Task 6.0: Findings and Statement of Overriding Considerations		Notice of Exemption	ND	MND	EIR
6.1	Draft CEQA Findings and, If Necessary, Statement of Overriding Considerations	N/A	1	1	2
6.2	Revise and Provide Final City Council Documents and Attend In-Person City Council Meeting	N/A	1	1	1
Task 7.0: Noticing and Distribution		Notice of Exemption	ND	MND	EIR
7.1	Finalize and Distribute Notices to OPR and Agencies	N/A	1	1	1
7.2	Finalize NOA and NOI Notices for Project Mailing List	N/A	1	1	1
Timeline to Project Completion		Notice of Exemption	ND	MND	EIR
	Weeks from Notice to Proceed	18	38.5	38.5	57.5
	Months from Notice to Proceed	4.5	9.6	9.6	14.4



E. PROJECT TEAM

Figure 1, Organizational Chart, illustrates the organization of the Montrose team proposed for the City of Santa Rosa CEQA Services for Water Supply Options (R166192) project. **Table 1** lists the qualifications of the proposed key staff. These **proposed key staff** have all worked together closely for the past 8 years or more and will have an active role in this project. Their resumes are included as **Appendix A**. Resumes for all staff listed on the organizational chart are available if requested.

The following paragraphs provide background information for the principal-in-charge and the project manager.

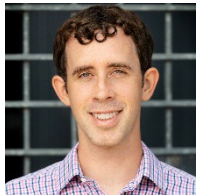


Ken Schwarz, Ph.D., Principal-in-Charge | Geomorphologist (Managing Principal)

Ken has 30+ years of experience directing complex projects throughout California involving watershed planning; flood and stormwater management; groundwater management; water rights; stream maintenance and restoration; erosion and sediment management; and habitat conservation and restoration. Ken is an expert in hydrology, geomorphology, and environmental regulations and specializes in successfully obtaining permits for watershed and stream restoration and maintenance projects.

Relevant Project Experience:

- Water Master Plan Update Program EIR, Town of Windsor
- Water Rights Permitting and Water Availability Analysis, Town of Windsor
- McAllister Ranch Groundwater Banking Project EIR, City of Bakersfield
- Groundwater Sustainability Agency (GSA) Formation, Kern River GSA
- Kern River Flow and Municipal Use Program and EIR, City of Bakersfield



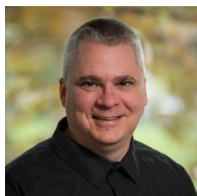
Patrick Donaldson, M.S., Project Manager (Senior Associate I)

Patrick is project manager and environmental planner who specializes in complex water supply, water rights, and energy infrastructure projects. Patrick has over 12 years of experience managing CEQA review for complex projects throughout California, including groundwater recharge and management projects. As shown in Section F, Qualifications, Table 2, Patrick has adequate capacity (**30% available**) to manage this project successfully

working closely together with Ken Schwarz.

Relevant Project Experience:

- Water Rights Permitting and Water Availability Analysis, Town of Windsor
- Water Rights Permitting and Water Accounting, Willow County Water District
- Del Rio Tank and Wells Project, City of Modesto
- Water Master Plan EIR, City of Modesto
- McAllister Ranch Groundwater Banking Project EIR, City of Bakersfield



Tom Engels, Ph.D., QA/QC | CEQA Strategy Advisor (Senior Principal)

Tom has 32 years of experience in environmental consulting, specializing in CEQA, NEPA, Clean Water Act and Endangered Species Act compliance, CEQA/NEPA case law, energy and water resources planning, and project management. Tom regularly manages large-scale projects, including CEQA and/or NEPA environmental impact assessments (including initial studies/mitigated negative declarations (IS/MNDs), environmental impact reports (EIRs),

environmental assessments/finding of no significant impacts (EA/FONSIs), environmental impact statements (EISs) and joint CEQA/NEPA documents), environmental permitting, integrated natural resources management



plans, and feasibility studies. Tom is a recognized expert in CEQA and NEPA and provides CEQA/NEPA expert witness support to clients during litigation.

Relevant Project Experience:

- Environmental Services Retainer Contracts, California Department of General Services (DGS)
- On-Call Environmental Consulting Support for Electric and Gas Projects, California Public Utilities Commission (CPUC)
- Agricultural Order for Discharges from Irrigated Lands, DGS and Central Coast Regional Water Quality Control Board (RWQCB)



Debra Lilly, B.A., CEQA Compliance, Outreach (Senior Associate II)

Debra has 25+ years of experience managing and leading CEQA and NEPA projects. Her areas of expertise include public infrastructure development and maintenance projects; projects related to the Sustainable Groundwater Management Act (SGMA), including groundwater sustainability plans and groundwater banking projects; environmental impacts of programs, regulations, and regulatory programs; and a broad array of development, transportation, and resource-related projects. Debra has managed preparation of a wide range of environmental documents, from addenda and notices of exemption to quick-turnaround IS/MNDs and complex, statewide EIRs involving close coordination among the client, project team, subconsultants, and agencies. This experience includes the use of various tiering strategies to streamline environmental compliance.

Relevant Project Experience:

- McAllister Ranch Groundwater Banking Project EIR, City of Bakersfield
- Kern River Groundwater Sustainability Plan, Kern River GSA
- Water Master Plan Update EIR, City of Modesto
- Del Rio Tank and Wells Project EIR, City of Modesto



Brian Piontek, M.S., Biological Resources Lead (Principal)

Brian is an environmental scientist, biologist, and permitting specialist with 18 years of experience. He has successfully managed and/or completed 100+ environmental technical studies, special status species investigations, and environmental compliance surveys. Brian develops permit applications for regulatory agencies and coordinates ESA consultations for USFWS and NMFS. He is skilled at designing and deploying gauges and instruments to monitor biological resources, streamflow and stormwater, groundwater, water quality, and soil moisture.

Relevant Project Experience:

- Maintenance Program Permit Renewals, Sonoma County Water Agency
- Copeland Creek Watershed Stormwater Detention, Groundwater Recharge, Habitat Restoration, and Steelhead Refugia Project, Sonoma County Water Agency
- Vallecitos Channel and Watershed Maintenance Project, Alameda County Water District



Janis Offermann, RPA, Cultural and Tribal Cultural Resources Lead (Director II)

Janis has more than 45 years of experience in the fields of archaeology and cultural resources management within California. She excels in applying CEQA to cultural resources and assisting clients implement the Assembly Bill (AB) 52 legislation, which requires that agencies consult with Native American tribes on projects. Her expertise includes northern California precontact archaeology and Native American consultation.



Relevant Project Experience:

- McAllister Ranch Groundwater Banking Project EIR, City of Bakersfield
- Stream Maintenance Manual and EIR, Napa County Flood Control and Water Conservation District
- Marin City Drainage Study, Marin City

Table 1. Summary of Key Staff Qualifications

Name	Role on Project / Position at Montrose	Years of Experience		Registration / Education
		Total	Montrose	
Ken Schwarz	Principal-in-Charge / Managing Principal	32	16	Ph.D., M.A., Geography (Geomorphology and Hydrology) B.A., Regional Development
Patrick Donaldson	Project Manager / Senior Associate I	12	10	M.S., Environmental Management B.A., Environment and Development
Tom Engels	QA/QC, CEQA Strategy Advisor / Senior Principal	32	11	Ph.D., Biological Sciences B.A., Liberal Arts (English)
Debra Lilly	CEQA Compliance, Outreach/ Senior Assoc. II	25	8	B.A., English
Brian Piontek	Biological Resources Lead/ Principal Biologist	18	10	M.S., Environmental Management B.S., Environmental Science
Janis Offermann	Cultural & Tribal Cultural Lead / Director II	45	9	Registered Professional Archaeologist (#989109) M.A., Anthropology B.A., Anthropology

Subconsultant

Montrose has the expertise and capacity to complete the CEQA Services for Water Supply Options (R166192) project. We have included two water resource specialty attorneys from the law firm Duane Morris, LLP, to provide additional legal CEQA review, if needed.

Duane Morris, LLP, established in 1904, represents clients with regulatory compliance, environmental review, enforcement proceedings, and litigation needs. Bay Area based attorneys Colin Pearce and Jolie-Anne Ansley specialize in water resources and CEQA issues. Montrose has worked with Colin and Jolie-Anne on several previous projects involving groundwater management, water supply, water rights, SGMA issues, and petitions and applications to the State WaterBoard.

Name	Role on Project / Position at Montrose	Years of Experience		Registration / Education
		Total	Firm	
Colin Pearce	Legal Counsel / Partner	35	25	California State Bar (137252) Juris Doctorate, B.A., Geography
Jolie-Anne Ansley	Legal Counsel / Partner	22	13	California State Bar (221526) Juris Doctorate, M.S., Wildland Resource Science. B.S., Resource Ecology and Management



Figure 1. Organization Chart



F. QUALIFICATIONS

F.1 Firm Background

Horizon Water and Environment is now part of **Montrose Environmental Solutions (Montrose)** but our Bay Area office still maintains its same focus in specializing in CEQA and NEPA compliance, planning studies, environmental permitting, and other environmental studies for public water resources and infrastructure projects. Our team are experts in CEQA/NEPA, environmental laws including the Clean Water Act (CWA) and the Endangered Species Act (ESA), as well as other regulatory requirements and permitting. Our areas of expertise include hydrology; geomorphology; water quality; environmental permitting; terrestrial biological resources; wetlands; habitat conservation and restoration; and cultural resources.

Horizon Water and Environment was founded in 2008 in Oakland, California, and provided environmental consulting services continuously under that name until it was acquired by Montrose Environmental Solutions in 2021. Montrose Environmental Solutions, incorporated in 2021, is a C Corporation with nearly 500 staff. The parent company, Montrose Environmental Group, has more than 2,500 staff.

Montrose is not involved in any pending litigation, any bankruptcy settlements, or unpaid judgements against the or its principals that may affect its ability to provide its proposed solution, or current breach of contract with other agencies.

F.2 Relevant Project Experience

The following projects demonstrate our team’s experience with projects and services similar to those outlined in the City’s RFP, and our commitment to our clients over time. Moreover, **these projects involved the same key staff we propose using for the Water Supply Options project.**

TOWN OF WINDSOR, Sonoma County, California		
Project and Agency Client	Dates	Cost
Water Master Plan Update EIR, Town of Windsor Public Works Department	2010 – 2015	\$300,000
Services Performed:		
<ul style="list-style-type: none"> Prepared a program-level and project-level EIR to address Windsor’s near-term and longer-term water planning needs and projects. 		
On-Call Water Rights and Supply Issues, Town of Windsor Public Works Dept.	2016 – 2018	\$30,000
Services Performed:		
<ul style="list-style-type: none"> Reviewed the Sonoma County Water Agency’s (SCWA) Fish Habitat Flows and Water Rights Project (Fish Flow Project) Draft EIR and prepared comment letter on behalf of the Town. Provided consultation regarding possible impacts on the Town’s water supply and pending Water Right Application 29737 (A29737) of re-licensing of the Potter Valley Project (PVP) by the Federal Energy Regulatory Commission (FERC). 		
Water Right Application Processing, Windsor Water District & Town of Windsor	2015 – 2024	\$240,000
Services Performed:		
<ul style="list-style-type: none"> Prepared water availability analysis and CEQA compliance and provided regulatory agency coordination related to Water Right Application 29737 (A29737), which requests authorization to divert 4,725 acre-feet per year from the Russian River, the same amount of water that the District is currently allowed to divert from the river under the Sonoma County Water Agency’s (SCWA) water rights per agreement with SCWA. 		



CITY OF MODESTO, Stanislaus County, California

Project and Agency Client	Dates	Cost
Water System Engineer’s Report Program EIR, <i>City of Modesto Public Works Department (prime ICF Jones and Stokes)</i>	2008 – 2010	\$75,000

Services Performed:

- Led program-level EIR for the City’s 2010 Water System Engineer’s Report, the City’s long-term water system planning document.

CEQA for Water System Engineer’s Report Update and Storm Drainage Master Plan Update, <i>City of Modesto Public Works Department</i>	2008 – 2011	\$71,898
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Services Performed:

- Provided CEQA compliance guidance and documentation for long-term development plans. The impact evaluations examined linear facilities to be constructed along roadways with similar impacts to roadway widening or realignment projects implemented by the County.

Water Master Plan EIR, <i>City of Modesto Public Works Department</i>	2016 – 2021	\$291,000
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- Prepared EIR for the City’s long range water resources master plan that identified needed improvements in its service area, including new water pipelines, storage tanks, and groundwater wells.
- Worked closely with City’s Public Works Department and its engineers (West Yost Associates) to ensure the EIR can be used as a first-tier CEQA document for CIP projects proposed in the Water Master Plan.

Wastewater Master Plan EIR, <i>City of Modesto Public Works Department</i>	2016 – 2021	\$325,000
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- Prepared EIR for the City’s long range wastewater resources master plan that identified needed improvements to its wastewater collection and treatment system.
- Worked closely with the City’s Public Works Department and its engineers (Carollo Engineers) to ensure that the EIR can be used by the City as a first-tier CEQA document for CIP projects proposed in the Wastewater Collection System Master Plan and Wastewater Treatment Master Plan.
- Prepared supporting documentation for the City’s State Revolving Fund application for the River Trunk Realignment Project.

Del Rio Tank and Wells Project, <i>City of Modesto</i>	2014 – 2019	\$192,000
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Services Performed:

- Completed an IS/MND for a small but contentious capital improvement project. The Del Rio water system required a new storage tank and pump station, a new well and a replacement well, backup generators, and pipelines to address deficiencies in design pressure and storage volume for water supply and fire-flow demand and to supply anticipated future growth in the Del Rio area.



CITY OF BAKERSFIELD, Kern County, California

Project and Agency Client	Dates	Cost
Kern River Flow and Municipal Water Program EIR, Water Resources Dept.	2009 – 2016	\$750,000

Services Performed:

- Developed a comprehensive program EIR to increase Kern River water flows and expand municipal water supply.
- Evaluated surface flow and groundwater conditions along Kern River.
- Conducted local meetings, informational workshops, and other public outreach.

Kern River Water Rights, Water Resources Department	2010-2016	\$75,000
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Services Performed:

- Prepared water rights analysis and SWRCB application and attended hearing.
- Met and coordinated with the State Water Resources Control Board regarding the City’s application for additional water resources.

Kern River Groundwater Sustainability Plan (GSP), Kern River Groundwater Sustainability Agency	2016 – 2020	\$740,000
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Services Performed:

- Helped three agencies form the Kern River Groundwater Sustainability Agency including developing framing agency documents, agency application materials to DWR, etc.
- Supported KRGSA to develop its GSP, including developing Plan goals, objectives, and identifying suitable projects.
- Let local outreach for GSP development.
- Provided program management support to KRGSA through the GSP development and submittal process.

McAllister Ranch Groundwater Banking Project, City of Bakersfield	2020 – present	\$350,000
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Services Performed:

- Leading CEQA compliance (EIR) for groundwater banking project involving multiple extraction and recharge wells.

F.3 Key Personnel Commitment

If selected by the City for this project, the Montrose team will be led by staff located in Oakland, California, with additional support from staff in Sacramento. We have 20 environmental consulting staff in Oakland and 26 in Sacramento.

Our proposed principal-in-charge **Ken Schwarz, Ph.D.** founded Horizon and continues with Montrose as managing principal of Bay Area operations. Ken will be the primary contact for the City of Santa Rosa and will play an active part in this project throughout its duration. Our project manager **Patrick Donaldson** is an expert in leading CEQA for water resources projects. He has many years of practical experience working on water resources projects in Sonoma County with the Town of Windsor. Patrick has worked on EIRs involving surface water and groundwater resources, including conjunctive use projects involving wells and recharge.

Availability for this project: In preparing this proposal, we evaluated our existing workload commitments and availability carefully. Key staff identified their time commitments and availability (**Table 2**). [This evaluation enables us to assure you that our team members have the capacity to fulfill their roles for the duration of the project.](#)



Table 2. Key Staff Availability

Ken Schwarz, Ph.D., Principal-in-Charge		20% Available
Current Project	% of Time	Anticipated Completion Date
Santa Clara Valley Water District, Stream Maintenance Program, CEQA and Permitting	20	March 2026
Sonoma County Water Agency, Hydraulics and Flood Risk Maintenance Assessment	15	June 2025
Other projects	25	Ongoing
Montrose Managing Principal, Operations	20	Ongoing
Patrick Donaldson, Project Manager		30 % Available
California Public Utilities Commission (CPUC), Control-Silver Peak Project	20	June 2025
El Sur Ranch Water Right Project	20	Dec 2024
Department of General Services (DGS) / Central Valley RWQCB and other projects	15	Dec 2024
Other projects	10	Ongoing
Tom Engels, Ph.D., QA/QC and CEQA Strategy		20% Available
California Department of Food and Agriculture (CDFA) Plant Pest Program EIR	20	Dec 2025
CPUC, SoCal Edison Control-Silver Peak EIR	10	Jan 2026
DGS Retainer Agreements	25	Through 2026
Other projects	15	Ongoing
Debra Lilly, CEQA Compliance, Outreach		30% Available
DGS / California Department of Fish and Wildlife (CDFW) Kern River Hatchery IS/MND	15	Oct 2024
San Luis Obispo Courthouse IS/MND	15	Spring 2025
DGS/CDFA, North Valley Laboratory EIR	5	Oct 2025
McAllister Ranch Groundwater Bank EIR	15	Nov 2024
Other projects	20	Ongoing
Brian Piontek, Biological Resources Lead		15% Available
Alameda County Flood Control projects	25	Dec 2024
City of Belmont, Belmont Creek Restoration Project	10	Oct 2024
City of Fremont, Agua Fria Restoration	15	April 2025
Other projects	20	Ongoing
Janis Offermann, RPA, Cultural and Tribal Cultural Resources Lead		30% Available
AECOM, Downtown Sacramento Streetcar Project	15	Dec 2024
CPUC, Control-Silver Peak	10	June 2025
HDR, Sites Reservoir Project	10	June 2026
Other projects	35	Ongoing



G. REFERENCES

The following clients can provide feedback on the services provided by Montrose (and its legacy company Horizon Water and Environment). As requested in the City’s RFP, we provide (a) agency name, (b) agency service description, (c) contract start and end dates, and (d) agency contract manager name, telephone number, and e-mail address.

a.	Town of Windsor, Public Works Department
b.	Environmental consulting services for multiple projects; specifically, CEQA compliance and water supply/rights consulting.*
c.	Projects conducted between the years of 2010 and present.
d.	Veronica Siwy, Deputy Director of Water and Environmental Management (707) 838-1218 vsiw@townofwindsor.com

* = please see Section F, Qualifications, for specific project names, dates, and costs.

a.	City of Modesto, Public Works Department
b.	Environmental consulting services for multiple projects; specifically, CEQA compliance for water resources projects.*
c.	Projects conducted between the years of 2008 and 2021.
d.	Jim Alves, Associate Civil Engineer, City of Modesto Utilities Department (209) 571-5557 jalves@modestogov.com

* = please see Section F, Qualifications, for specific project names, dates, and costs.

a.	City of Bakersfield, Water Resources Department
b.	Environmental consulting services for Kern River Flow and Municipal Water Program EIR.
c.	2009 through 2016
d.	Kris Budak, P.E., Water Resources Director (661) 326-33715 kbudak@bakersfieldcity.us

a.	Kern River Groundwater Sustainability Agency
b.	Environmental consulting services for Kern River Groundwater Sustainability Plan.
c.	2016 through 2023
d.	Daniel Maldonado, Assistant Water Resources Director (661) 326-3646 drmaldonado@bakersfieldcity.us

a.	California Department of General Services
b.	Environmental consulting services assisting DGS’ State agency clients on multiple projects under several Northern California and Coastal California Environmental Services Retainer Contracts. Includes water resource facility projects involving State Revolving Funds, CEQA plus.
c.	2015 through present
d.	Jennifer Parson, Senior Environmental Planner (916) 376-1604 jennifer.parson@dgs.ca.gov



H. CONTRACT AND INSURANCE COMPLIANCE

Montrose Environmental Solutions has reviewed the City's Standard Professional Services Agreement included with the RFP. We understand and can accept all the terms contained in the agreement, including the requirements regarding insurance, indemnity, and conflict of interest requirements.

Attachment 1

Resumes of Key Staff



Ken Schwarz

Principal-in-Charge

Ken Schwarz, Ph.D., is the founding principal at Horizon Water and Environment (Horizon), now a unit within Montrose Environmental Solutions (Montrose). He is a recognized expert in the fields of geomorphology, hydrology, and watershed management. For over 30 years, he has directed complex projects throughout California involving watershed planning; flood and stormwater management; groundwater management; water rights; stream maintenance and restoration; erosion and sediment management; and habitat conservation and restoration. Ken conducts hydrologic and geomorphic analyses and produces watershed and stream management plans, hydrologic reports, stream assessments, water rights petitions, restoration designs, and conservation plans. Ken has directed CEQA investigations for water resource projects for over 25 years, including developing many IS/MND and EIR documents for river water supply infrastructure, groundwater, flood infrastructure and maintenance, and ecologic restoration projects. Ken is an expert in environmental regulations and specializes in using his technical background to develop successful permitting for the USACE, SWRCB, RWQCBs, CDFW, USFWS, and NMFS, as well as local county and municipal approvals.

Position with Firm: Managing Principal, Oakland Operations

Length of Time with Firm: 16 years

Licenses, Registrations, Certifications: N/A

Education:

Ph.D., Geography (Geomorphology and Hydrology), UCLA, 1999

M.A., Geography (Geomorphology and Hydrology), UCLA, 1995

B.A., Regional Development (Major Honors and University Distinction), UC Berkeley, 1988

Role in Scope of Services: Principal-in-Charge

Relevant Project Experience

Water Master Plan Update Program EIR, Town of Windsor, Windsor, CA. (2010–2015)

Ken directed the EIR that incorporated project-level and program-scale impact evaluations. Challenging topics included evaluating growth inducement issues, alternatives, and groundwater recharge and recovery actions. The EIR was successfully certified in July 2011, on schedule and under budget.

Water Rights Permitting and Water Availability Analysis, Town of Windsor, Windsor, CA (2013–2024)

Ken led Montrose's work for the Town of Windsor's Water Right Application 29737 (A29737). A29737 requests diversion of up to 4,725 acre-feet per year from the Russian River using the Town of Windsor's existing diversion facilities. This work has included preparing a water availability analysis, coordination with SWRCB staff, and coordination with protesters against the application. The water availability analysis calculated the total volume of water supply and senior water rights demand and modeled diversions based on historical Russian River flow data.

McAllister Ranch Groundwater Banking Project, City of Bakersfield, Bakersfield, CA (2020–present)

Ken is the principal-in-charge for this project to prepare an EIR to rescind previous general plan land use designations, approve new designations, and construct and operate a groundwater storage and recovery facility in Bakersfield. Ken helped define the project, supported early consultations with tribes to avoid potential impacts to cultural resources, and is providing overall EIR QA/QC. Key issues are consistency with and implementation of the Kern River Groundwater Sustainability Agency's groundwater sustainability plan; coordination with tribal representatives regarding known significant resources; and scrutiny from surrounding water districts. Project activities include reviewing applicant's technical studies, preparing the EIR, and coordinating a technical team that includes the client, applicant, attorneys, and subconsultants.

Groundwater Sustainability Agency (GSA) Formation, Kern River GSA, Kern County, CA (2016)

Ken led the GSA formation process in compliance with the requirements of the Sustainable Groundwater Management Act (SGMA). Ken coordinated between cities, water districts, and agricultural districts to successfully develop and submit GSA formation and application materials to DWR. The GSA was deemed exclusive and compliant by DWR in February 2017.

Kern River Flow and Municipal Use Program and EIR, City of Bakersfield, Bakersfield, CA (2010–2012)

Ken led the CEQA process for the City's river flow increase program. The project involved a complex history of water rights, groundwater use, and municipal water needs. Hydrologic models were used to evaluate how increased river flows, increased recharge, reduced agricultural diversions, and potentially increased groundwater pumping would affect the environment. The CEQA document provided the City with a foundation to move forward with their application for additional water appropriation to the SWRCB.

Kern River Fully Appropriated Status and Water Rights Forfeiture Evaluation, City of Bakersfield, Bakersfield, CA (2009–2010)

Ken provided expert witness testimony to the State Water Resources Control Board (SWRCB) regarding the fully appropriated status of the Kern River. Ken evaluated river flow conditions in light of past legal judgments regarding the availability of forfeited flows. Ken wrote written testimony submitted to the SWRCB and presented oral testimony and responded to cross-examination in a public hearing held by the SWRCB.

Butano Creek Channel Stabilization and Habitat Enhancement at Cloverdale Road Bridge Project, San Mateo County Department of Public Works, San Mateo County, CA (2019–2021)

Montrose provided grant funding, CEQA compliance, cultural and biological technical studies, and permitting. Ken served as principal-in-charge overseeing these activities. CEQA and permitting were successfully completed on time and within budget and the project was constructed in 2021.

Lower Penitencia Creek Improvements Project EIR and Permitting, Santa Clara Valley Water District, Santa Clara County, CA (2015–2019)

Ken and his team developed the EIR and permit applications for this flood infrastructure project which includes new floodwalls, relocating and raising a levee, new bridge crossing headwalls, and tidal wetland restoration for mitigation. The project provides 100-year flood protection for the Milpitas area. The Final EIR was certified in 2017. Permits were obtained in 2019. CEQA and permitting were completed within budget and schedule.



Patrick Donaldson

Project Manager

Patrick Donaldson is an environmental planner who specializes in water use and supply, water rights, and energy infrastructure projects. Patrick manages California Environmental Quality Act (CEQA) review for complex projects throughout California. Patrick has a robust understanding of environmental regulations and issues in California that is based on 10+ years of experience in environmental consulting and his educational background.

Position with Firm: Senior Associate I

Length of Time with Firm: 10 years

Licenses, Registrations, Certifications: N/A

Education:

M.S., Environmental Management, University of San Francisco, 2012

B.A., Environment and Development, McGill University, 2008

Role in Scope of Services: Project Manager

Relevant Project Experience

Water Rights Permitting, Town of Windsor, Windsor, CA (2013–present)

Patrick is managing the permitting process for the Town of Windsor's Water Right Application 29737 (A29737). A29737 requests diversion of up to 4,725 acre-feet per year from the Russian River using the Town's existing diversion facilities. To date, Patrick has conducted extensive coordination with SWRCB staff, prepared a water availability analysis (WAA), and coordinated with protesters against the application. The WAA calculated the total volume of senior water rights demand and modeled diversions based on historical Russian River flow data. Based on comments received on the draft WAA, Patrick prepared an updated hydrologic analysis to assess water availability using an unimpaired flow dataset, simulating operation of Lake Mendocino. The updated analysis also evaluated potential impacts of changes to the Potter Valley Project operation on the Town's future water supply under A29737.

Water Rights Permitting and Water Accounting, Willow County Water District (WCWD), Ukiah, CA (2014–present)

Patrick supported WCWD with processing of its petitions for change on its existing water rights with SWRCB. This included regular interfacing with WCWD and SWRCB staff, performing an analysis of historical well pumping data to determine maximum water use rates, preparing a memorandum documenting the project's compliance with SWRCB's Policy for Maintaining Instream Flows in Northern California Coastal Streams, evaluating water availability for WCWD based on SWRCB's proposed permit terms, and other tasks. In 2019, SWRCB issued final revised water right permits with largely favorable terms for WCWD and incorporating WCWD's requested changes. In addition to the water rights permitting support, Patrick performs a water accounting each year for WCWD to support its water rights reporting to the SWRCB.

El Sur Ranch Water Right Project, Private Ranch Owner, Monterey County, CA (2023-present)

Patrick is managing CEQA compliance for the El Sur Ranch Water Right Project. The project involves diversion of underflow from the Big Sur River via existing wells, which would support ongoing irrigated

pasture cattle ranching on the property. The project would also construct a new off-stream reservoir and extension of existing irrigation pipeline facilities to a replacement pasture area. With an existing environmental impact report (EIR) predating Montrose's involvement, Patrick is leading development of a recirculated draft EIR in coordination with the Administrative Hearings Office (AHO) of the SWRCB. Patrick has coordinated with the engineering firm and project team to develop a revised draft CEQA project description and has prepared an environmental screening memo, for review by the AHO and parties to the proceeding.

McAllister Ranch Groundwater Banking Project, City of Bakersfield, Bakersfield, CA (2020–2022)

The McAllister Ranch Groundwater Banking Project consists of construction and operation of a water banking project on approximately 2,070 acres of undeveloped real property in Bakersfield, CA. Patrick prepared the hydrology and water quality chapter of the EIR, which included a detailed analysis of effects on groundwater levels during recharge and recovery operations. The groundwater analysis incorporated information from the Kern River Groundwater Sustainability Agency Groundwater Sustainability Plan, as well as technical modeling data prepared by another consultant.

Del Rio Tank and Wells Project, City of Modesto, Stanislaus County, CA (2015–2017)

The Del Rio Tank and Wells Project involved installation of two 1,000-gallons-per-minute groundwater wells, as well as a water storage tank and associated facilities, to improve the community of Del Rio's water system. Patrick evaluated the potential impact of the project on groundwater resources. Patrick's analysis considered potential adverse effects on nearby wells from operation of the proposed project, as well as cumulative effects on groundwater level and aquifer storage volume in the Modesto Subbasin as a whole.

Water Master Plan EIR, City of Modesto, Stanislaus County, CA (2017–2018)

The City of Modesto prepared a master plan for its water system that identified needed improvements in its service area, including new water pipelines, storage tanks, and groundwater wells. Patrick evaluated potential impacts related to hazards and hazardous materials, hydrology and water quality, and transportation and traffic. Patrick also conducted the cumulative impacts analysis for the program EIR.

Surface Water Supply Project, Stanislaus Regional Water Authority (SRWA), Stanislaus County, CA (2017–2019)

The project included development of a water treatment plant near the Tuolumne River/infiltration gallery location, construction of pipelines extending from the treatment plant to the cities of Ceres and Turlock, and installation of terminal water storage tanks. Patrick evaluated impacts to hydrology and water quality, public services, and utilities and service systems for the project EIR. This included conducting a groundwater balance analysis that modeled the net change in groundwater use by SRWA that would occur from the project.

On-Call Environmental Consulting Support for Electric and Gas Projects, California Public Utilities Commission (CPUC), California (2015–present)

Patrick manages projects under this on-call contract with CPUC for CEQA, NEPA, and regulatory compliance. Services include reviewing CEQA/NEPA documents prepared by other state and federal agencies; preparing CEQA and NEPA documents (IS/MNDs, EIRs, and joint CEQA/NEPA documents) and mitigation monitoring and reporting plans; and coordinating public notices and meetings.



Thomas M. Engels, Ph.D.

QA/QC, CEQA Strategy Advisor

Tom Engels, Ph.D. has 32 years of experience in environmental consulting, specializing in CEQA, NEPA, Clean Water Act and Endangered Species Act compliance, CEQA/NEPA case law, energy and water resources planning, and project management. Tom regularly manages large-scale projects, including CEQA and/or NEPA environmental impact assessments (including initial studies/mitigated negative declarations (IS/MNDs), environmental impact reports (EIRs), environmental assessments/finding of no significant impacts (EA/FONSI), environmental impact statements (EISs) and joint CEQA/NEPA documents), environmental permitting, integrated natural resources management plans, and feasibility studies. Tom is a recognized expert in CEQA and NEPA and provides CEQA/NEPA expert witness support to clients during litigation. Tom is also an esteemed instructor, having taught numerous courses on CEQA, NEPA, Endangered Species Act and Clean Water Act compliance, and conflicts between environmental law and science for clients, the University of San Francisco, the University of California system, and the University of Texas at Austin. Tom has been an adjunct professor at the University of San Francisco from 2016 to present and teaches a graduate-level course in CEQA/NEPA compliance.

Position with Firm: Senior Principal

Length of Time with Firm: 11 years

Licenses, Registrations, Certifications: N/A

Education:

Ph.D., Biological Sciences, University of Texas, Austin, 1995

B.A., Liberal Arts (English), University of Texas, Austin, 1987

Role in Scope of Services: QA/QC, CEQA Strategy Advisor

Relevant Project Experience

Agricultural Order for Discharges from Irrigated Lands, Department of General Services (DGS) and Central Coast Regional Water Quality Control Board (CCWB), Central Coast, CA (2018–present)

Tom provided senior CEQA support to CCWB on its Agricultural Order for Discharges to Irrigated Lands (“Ag Order 4.0”) Environmental Impact Report (EIR). Ag Order 4.0 would replace the existing permit (i.e., Ag Order 3.0) governing discharges from irrigated lands in the central coast region and would establish more robust requirements for management practice implementation and monitoring and reporting of discharges. Key issues included prime and important farmlands, the relationship between economic impacts and the physical environment, and water quality. The Final EIR was certified in April 2021.

CEQA Compliance for Waste Discharge Requirements (WDRs) for Nonpoint Source (NPS) Discharges from Lands Managed by the U.S. Forest Service and Bureau of Land Management – Central Valley Regional Water Quality Control Board (RWQCB) (Region 5)

Tom is assisting the Central Valley RWQCB with the preparation of an EIR for WDRs for nonpoint source discharges from lands managed by the U.S. Forest Service (USFS) and Bureau of Land Management (BLM). The WDRs are being prepared by the Central Valley RWQCB and will focus on reducing sediment discharges

and loading to surface waters over both the short- and long-term in a programmatic manner (vs project-by-project enrollment). The activities proposed for coverage under the permits include vegetation management (includes timber harvesting and pesticide application), road system management, recreation, small-scale restoration, and post-fire recovery.

On-Call Environmental Consulting Support for Electric and Gas Projects, California Public Utilities Commission, California (2015–present)

Tom manages an on-call contract with CPUC for CEQA, NEPA, and regulatory compliance. Services include reviewing CEQA/NEPA documents prepared by other state and federal agencies, preparing CEQA and NEPA documents (IS/MNDs, EIRs, and joint CEQA/NEPA documents), and mitigation monitoring plans, providing construction monitoring services, coordinating public notices and meetings, providing expert witness testimony.

Northern California Environmental Services Retainer Contracts, California Department of General Services, Sacramento, CA (2016–present)

Tom is principal-in-charge for this retainer contract in support of northern California projects. Environmental analysis and CEQA compliance are required for these projects, including a full range of environmental, biological, and cultural resources investigations.

Program EIR for Statewide Pest Prevention Program, California Department of Food and Agriculture (CDFA), Statewide (2013–2015)

Tom served as a technical reviewer for the program EIR for CDFA's Statewide Pest Prevention Program. The EIR evaluates impacts of the program's range of prevention, management and regulatory activities, carried out or overseen by CDFA against specific injurious pests, and their vectors, throughout California. The Draft Program EIR was published in August 2014. The EIR received a national award for excellence by the Association of Environmental Professionals in 2015.

Delta Research Station EIR and Environmental Impact Statement (EIS), California Department of General Services, California Department of Water Resources, and U.S. Fish and Wildlife Service, Sacramento, CA (2013–2017)

Tom assisted in the management of a joint EIR/EIS for the Delta Research Station, a combined Estuarine Research Station (ERS) and Fish Technology Center (FTC), which will be located within the San Francisco Bay Estuary. Under contract with the California Department of General Services (DGS), Montrose worked closely with both DGS, the California Department of Water Resources, U.S. Fish and Wildlife Service, and other responsible agencies. The ERS will consolidate over 160 state and federal employees from the Interagency Ecological Program, providing facilities for science and research efforts. ERS facilities will include office space, laboratory facilities, warehouses, and a marina. The FTC would be a center for propagation, conservation, and study of rare Delta fishes.

Anderson Dam Seismic Retrofit Project EIR and Permitting, Santa Clara Valley Water District, San Jose, CA (2013–2020)

Tom provided senior CEQA guidance and strategy for this dam seismic stability project. His tasks included providing senior QA/QC for EIR sections and coordinating with the client's legal counsel on procedural and substantive elements of the CEQA process and EIR. He supported the project planning team on development of the project alternatives and preferred alternative selection process.



Debra A. Z. Lilly

CEQA Compliance, Outreach, QA/QC

Debra Lilly has more than 25 years of experience managing and leading California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) projects. Debra has worked with federal, state, regional, and local agencies; special districts; and private developers. Her areas of expertise include public infrastructure development and maintenance projects; projects related to the Sustainable Groundwater Management Act (SGMA), including groundwater sustainability plans and groundwater banking projects; environmental impacts of programs, regulations, and regulatory programs; and a broad array of development, transportation, and resource-related projects. Debra has managed preparation of a wide range of environmental documents, from addenda and notices of exemption to quick-turnaround IS/MNDs and complex, statewide EIRs involving close coordination among the client, project team, subconsultants, and agencies. This experience includes the use of various tiering strategies to streamline environmental compliance. Debra is also experienced in preparing cumulative impact analyses and alternatives analyses.

Position with Firm: Senior Associate II

Length of Time with Firm: 8 years

Licenses, Registrations, Certifications: N/A

Education: B.A., English, Kenyon College, 1981

Role in Scope of Services: CEQA compliance, outreach, QA/QC

Relevant Project Experience

McAllister Ranch Groundwater Banking Project, City of Bakersfield, Bakersfield, CA (2020–present)

Debra is managing preparation of an EIR to rescind previous general plan land use designations, approve new designations, and construct and operate a groundwater storage and recovery facility in Bakersfield. Key issues are consistency with and implementation of the Kern River Groundwater Sustainability Agency's groundwater sustainability plan; coordination with tribal representatives regarding known significant resources; and scrutiny from surrounding water districts. Project activities include reviewing applicant's technical studies; preparing the EIR; responding to highly technical comments related to potential hydrogeologic impacts of the project; and coordinating a technical team that includes the client, applicant, attorneys, and subconsultants.

Kern River Groundwater Sustainability Plan, Kern River Groundwater Sustainability Agency, Bakersfield, CA (2017–2020)

California's Sustainable Groundwater Management Act (SGMA) requires that groundwater aquifers be managed by groundwater sustainability agencies (GSAs) through the development of groundwater sustainability plans (GSPs). Debra led the project team to assist the Kern River GSA in conducting public outreach, including outreach to disadvantaged communities, during the process of developing the GSP.

Kern River Flow and Municipal Use Program Recirculated EIR, City of Bakersfield, Bakersfield, CA (2016–2017)

Debra coordinated preparation and distribution of the Recirculated Draft and Final EIR for the City's river flow increase program. The project involved a complex history of water rights, groundwater use, and municipal water aspects. The previous EIR had been overturned based on a challenge to the adequacy of the project description.

Water Master Plan Update EIR, City of Modesto, Modesto, CA (2016–2020)

Debra assisted with coordination, editorial review, and quality control for the Draft EIR and preparation of the Final EIR for a program EIR to accommodate the existing and future water supply needs through 2050 of the population and land uses of the City, along with water customers in outlying service areas. The program EIR evaluated a suite of prioritized capital improvement projects identified for system-wide implementation meet water demand requirements for existing and future City customers through buildout of the City's adopted General Plan.

Del Rio Tank and Wells Project EIR, City of Modesto, Modesto, CA (2016–2017)

Debra managed preparation of the City of Modesto's Del Rio Tank and Wells Project EIR. The EIR evaluated potential impacts of constructing and operating water wells, a storage tank, and associated distribution facilities. Completion of the EIR cleared the way for the City to address water pressure and fire flow insufficiencies for the Del Rio community.

State Streets Infrastructure Project Initial Study/Mitigated Negative Declaration (IS/MND), City of West Sacramento, West Sacramento, CA (2019–2021)

Debra managed preparation of an IS/MND for extensive water and sewer line replacement and rehabilitation in a historic residential neighborhood. Key issues were archaeological, architectural, and tribal cultural resources; biological resources, including tree removal and compliance with the Yolo Habitat Conservation Plan; and construction noise. Debra also managed mitigation monitoring and compliance activities under the HCP during project construction.

Surface Water Supply Project EIR, Stanislaus Regional Water Authority, Stanislaus County, CA (2016–present)

Debra managed preparation of an EIR for the Stanislaus Regional Water Authority's (SRWA's) proposed Surface Water Supply Project. The project, which has been in development since the 1990s, will provide a new surface water supply for the Cities of Turlock and Ceres through construction of a raw water pump station, water treatment plant, and transmission pipelines. The EIR was certified in August 2018 and the facilities will be operational in late 2024. Debra managed preparation of three addenda to the EIR to address minor changes to the project. Debra is managing permitting, environmental compliance, environmental input into the design process, State Revolving Fund environmental package submittal, and construction-related environmental services.

Infiltration Gallery Testing Project IS/MND, Stanislaus Regional Water Authority, Stanislaus County, CA (2016–2020)

Debra managed preparation of an IS/MND for SRWA to evaluate the impacts of testing water quality and production capacity at an existing infiltration gallery on the south bank of the Tuolumne River near Hughson, California. Testing of the infiltration gallery was needed to determine whether it could be used to supply a proposed new water treatment plant as part of the Surface Water Supply Project. The IS/MND was certified in September 2017. Permits were obtained and construction of the wet well was completed in winter 2020. Debra managed permitting, environmental compliance, and construction monitoring activities.



Brian Piontek

Biological Resources Lead

Brian Piontek is an environmental scientist, biologist, and permitting specialist with experience in both physical processes and biological resources. Brian is able to integrate environmental analysis of both physical and biological conditions and conduct environmental analyses for hydrology, biology, geology, and other CEQA topics. He has successfully managed and/or completed 100+ environmental technical studies, special status species investigations, and environmental compliance surveys. Brian develops permit applications for USACE, RWQCB, CDFW, and BCDC and coordinates Endangered Species Act (ESA) consultations for USFWS and NMFS for habitat restoration and water resource management projects. He is skilled at designing and deploying gauges and instruments to monitor biological resources, streamflow and stormwater, groundwater, water quality, and soil moisture.

Position with Firm: Principal Biologist

Length of Time with Firm: 10 years

Licenses, Registrations, Certifications: N/A

Education:

M.S., Environmental Management, University of San Francisco, 2015

B.S., Environmental Science, California State University East Bay, 2011

Role in Scope of Services: Biological Resources Lead

Relevant Project Experience

Maintenance Program Permit Renewals, Sonoma County Water Agency, Sonoma County, CA (2015–present)

Brian is lead field manager assisting with the permit monitoring and reporting requirements, including a long-term study on flow rates through a maintained channel, storm event monitoring, and annual compliance reporting. Brian also assisted with updating the SMP manual for the current permitting cycle.

Dry Creek Habitat Enhancement Project, Sonoma County Water Agency, Sonoma, CA (2014–2016)

Brian assisted with field surveys to characterize existing biological conditions to be incorporated into project designs.

Copeland Creek Watershed Stormwater Detention, Groundwater Recharge, Habitat Restoration, and Steelhead Refugia Project, Sonoma County Water Agency, Rohnert Park, CA (2014–2016)

The Sonoma County Water Agency was awarded grant funds for the restoration of riparian habitat along Copeland Creek and development of stormwater detention and groundwater recharge basins. Brian conducted a qualitative geomorphic investigation to estimate general sediment yield and transport in the project reach. This information supported conceptual designs for the project.

Vallecitos Channel and Watershed Maintenance Project, Alameda County Water District, Alameda, CA (2017–present)

Vallecitos Channel conveys water supply from the South Bay Aqueduct to the Niles Cone groundwater basin during critical dry and drought years. Brian co-managed preparation of CEQA documentation and environmental permitting and led environmental compliance monitoring and reporting during project construction. Brian is leading 10 years of post-construction vegetation and geomorphic monitoring.

Paper Mill Creek Storm Drain Inlet Upgrades Project, County of Marin, Novato, CA (2022–present)

Brian led environmental compliance tasks, including a biological resource and stream assessment, evaluating impacts to biological resources, and preparing the riparian revegetation, mitigation, and monitoring plan (RMMP). Brian supported the County during environmental permitting and will continue to provide post-construction monitoring and reporting.

Corte Madera Creek Flood Risk Management Project EIR and Permitting, County of Marin, Ross, CA (2020–present)

Brian oversaw the CEQA impact evaluation for hydrology and water quality, and led environmental permit preparation and coordination.

West Marin Drainage Rehabilitation Project, Marin County Department of Public Works, Marin County, CA (2019–present)

This project includes condition assessment, conceptual design, and environmental reconnaissance services for approximately 150 culvert crossings on approximately 14 miles of roadway in Marin County. Brian is Montrose's project manager and is leading environmental assessments, screening, and preparation of compliance documentation including CEQA, permitting, and all necessary technical studies.

Water Right Permit Compliance, Peju & Persephone Ranch, Napa, CA (2021–present)

Montrose is supporting Peju/Persephone Ranch with their water right permit compliance for the diversion of approximately 113 acre-feet of water. Permit compliance tasks include preparing an invasive species management plan and western pond turtle habitat management plan and preparing memorandums demonstrating compliance with permit terms. Montrose will also provide environmental compliance support, including a wetland delineation, pre-construction wildlife surveys, permit applications, and general biological support. Brian is the principal biologist.

Del Rio Tank and Wells Project, City of Modesto, Stanislaus County, CA (2015–2019)

This project includes installation of two 1,000-gallons-per-minute groundwater wells, as well as a water storage tank and associated facilities to improve the community of Del Rio's water system. Brian prepared the geology, soils, and seismicity analyses for CEQA (EIR) and developed documentation for an EIR addendum. Brian also led pre-construction surveys for Swainson's hawk [protocol-level], burrowing owl, other nesting avian species, and bats. Brian determined habitat impacts and coordinated the acquisition of mitigation credits for Swainson's hawk.

Water Master Plan Update EIR, City of Modesto, Modesto, CA (2015–present)

The City of Modesto prepared a program-level EIR to update the water master plan. The plan updates required capital improvements to the City's potable water supply system including distribution pipelines, storage tanks, pump stations, groundwater wells, and an aquifer storage and recovery program. Brian evaluated potential project impacts for geology, soils, and seismicity and mineral resources.



Janis Offermann, RPA

Cultural Resources / Tribal Cultural Resources Lead

Janis has more than 45 years of experience in the fields of archaeology and cultural resources management within California. She meets the U.S. Secretary of the Interior's professional qualifications as an archaeologist and is a Registered Professional Archaeologist. Her career includes 26 years with the State of California: 17 years at the California Department of Transportation and 9 years

at the Department of Water Resources, where she was the statewide cultural resources manager for the department. She excels in applying the California Environmental Quality Act (CEQA) to cultural resources and assisting clients implement the Assembly Bill (AB) 52 legislation, which requires that State agencies consult with Native American tribes on projects. Janis also has extensive experience working with Section 106 of the National Historic Preservation Act and coordinating those efforts with federal agencies, such as the U.S. Army Corp of Engineers, U.S. Bureau of Reclamation, U.S. Bureau of Land Management, U.S. Forest Service, Federal Energy Regulatory Commission, and Federal Highway Administration. On the state level, Janis has worked closely with the State Historic Preservation Office, California Department of Parks and Recreation, and the State Lands Commission. Her expertise includes northern California precontact archaeology and Native American consultation.

Position with Firm: Director II

Length of Time with Firm: 9 years

Licenses, Registrations, Certifications: Registered Professional Archaeologist, Register of Professional Archaeologists (#989109)

Education:

M.A., Anthropology, University of California, Davis, 1981

B.A., Anthropology, Sonoma State College, 1977

Role in Scope of Services: Cultural Resources and Tribal Cultural Resources Lead and Native American Consultation Coordination

Relevant Project Experience

McAllister Ranch Groundwater Banking Project, City of Bakersfield, Bakersfield, Kern County, CA (2020–2022)

Janis was the lead author of the cultural resources and tribal cultural resources chapters of the project's EIR. She also assisted the City with their tribal consultations under AB 52, including meeting with representative tribes in the field and working with tribes to develop mitigation measures for pre-contact Native American resources in the project area.

Napa County Stream Maintenance Manual and EIR, Napa County Flood Control and Water Conservation District, Napa County, CA (2018–2019)

Janis prepared the cultural resources technical report to support the environmental impact report (EIR) for the Stream Maintenance Program. She is also assisted the County with AB 52 consultations and prepared the cultural resources and tribal cultural resources chapters of the EIR, as well as authored the cultural resources section of the Stream Maintenance Manual.

Marin City Drainage Study, Marin City, Marin County, CA (2017)

Janis provided oversight and peer review of a cultural resources sensitivity analysis for this project. The project involved review of existing or recorded cultural resources in the project area and analyzing the potential for cultural resources to occur in the project area. Recommendations to guide future environmental review in accordance with both Federal and State regulations regarding the protection of cultural resources were also included in the analysis.

Hinman Dam Decommissioning Project, California Department of Veterans Affairs and California Department of General Services, Yountville, Napa County, CA (2022–present)

The California Department of Veterans Affairs (CalVet) is proposing to stabilize Hinman Dam, which was constructed in 1895. As cultural resources task lead for this project, Janis oversaw the archaeological and architectural history field review, and provided senior review of the resultant cultural resources inventory report and NRHP/CRHR evaluation of the dam. She also assisted CalVet and DGS with Native American outreach and prepared the cultural and tribal cultural resources sections of the project’s environmental document.

City of Modesto Del Rio Well, City of Modesto, Stanislaus County, CA (2015–2016)

Janis conducted an archaeological survey for this project, and oversaw the built environment study, as well. This task included conducting a record search, preparation of a cultural resources report, and coordination with local Native American tribes. Janis prepared the cultural resources section of the subsequent Draft EIR.

Water Master Plan Program, City of Modesto, Modesto, CA (2017)

The City of Modesto prepared an EIR to update their Water Master Plan Program. As cultural resources task lead, Janis assisted the City with their AB 52 obligations, conducted archival research, and oversaw the archaeological survey that was conducted of proposed new and upgraded pipeline routes. She also oversaw preparation of the cultural resources technical report and prepared the cultural resources and tribal cultural resources chapters of the EIR.

West Marin Drainage Rehabilitation, Marin County Department of Public Works, Marin County, CA (2020–2022)

Under this project, Marin County proposes to repair or replace 32 culverts and repair three slip-outs sites along Lagunitas, Nicasio, and San Geronimo creeks in west Marin County. Janis oversaw the cultural resources work on this project, as well as assisted with AB 52 consultation on behalf of the County. She also prepared the cultural and tribal cultural resources sections of the IS/MND prepared in support of the project, as well as provided senior review of the archaeological survey report.

Corte Madera Creek Flood Risk Management Project, Phase 1, Panorama, Town of Ross, Marin County (2020)

Janis was the cultural resources task manager for the project, which included oversight of the archaeological field studies and structure evaluations by the architectural historian. She also prepared the cultural resources assessment report, the cultural resources and tribal cultural resources chapters of the project environmental impact report and assisted the County with their AB52 requirements.

Key Duane Morris Attorney Biographies



Colin L. Pearce is a Partner with Duane Morris who focuses his practice on environmental, land use, water, energy and regulatory matters. Mr. Pearce has been with the firm for 25 years.

Licenses, Registrations and Certifications – Mr. Pearce is admitted to the state bar of California, Supreme Court of California, U.S. Court of Appeals for the Ninth Circuit, U.S. District Court for the Northern District of California, U.S. District Court for the Eastern District of California and U.S. District Court for the Central District of California.

Education – Mr. Pearce is a 1988 graduate of the University of Notre Dame Law School and a graduate of the University of California, Berkeley.

Role – Mr. Pearce will be providing legal advice on the California Environmental Quality Act (CEQA) process and groundwater regulations.

Experience – Mr. Pearce has extensive experience representing public entities in a wide range of matters, from administrative proceedings and mediations to lengthy jury trials of complex water disputes. In addition to his litigation and administrative experience, Mr. Pearce regularly advises cities, water districts, and other public entities in connection with a wide range of environmental, regulatory, water, land use, energy and governmental issues. For more than 15 years, Mr. Pearce has served as the primary water attorney for the City of Bakersfield. In addition to representing Bakersfield in litigation involving water rights, agreements and supplies, Mr. Pearce regularly advises the City on a wide range of water related issues, matters, and policies, as well as related environmental, planning and land use issues.

He has extensive experience in matters involving a broad range of federal and state environmental statutes and regulations, including CEQA, CERCLA, NEPA, the Endangered Species Act, California's Proposition 65, the Clean Water Act, the Clean Air Act, RCRA, SGMA as well as related regulations. He has substantial experience in water-related matters and California and Western water law, including legal issues surrounding surface water, appropriative rights, riparian rights, groundwater, and issues involving the State Water Project and Central Valley Project. He has handled a significant number of CEQA actions and has taken several CEQA cases to trial.

Work History –

- Representation of City of Bakersfield in connection with preparation of Environmental Impact Report for large municipal water project connected with increasing and restoring flows of water in the Kern River.
- Representation of numerous clients regarding preparation and defense of state and federal environmental documents for hydropower and water development projects, including CEQA, NEPA, streambed alteration agreements, CWA 401 certifications, etc.
- Lead trial counsel in successful prosecution of CEQA action against water district based on use of an addendum to an outdated EIR for a large water project.

- Lead trial and appellate counsel on behalf of large water district in successful defense of CEQA action involving the use of an exemption for the adoption of groundwater pumping rates. (*Great Oaks Water Co. v. Santa Clara Valley Water District* (2009) 170 Cal.App.4th 956.)
- Representation of statewide private water company in connection with water supply issues, regulation, planning, preparation of Urban Water Management Plans, and water transfers.
- Representation of large landowner in groundwater adjudication proceeding.
- Lead trial and appellate counsel of successful defense of action by multiple water districts challenging State Water Resources Control Board orders granting petition of City of Bakersfield to declare the Kern River no longer "fully appropriated."
- Ongoing representation of Northern California county water district in State Water Resources Control Board proceeding and related water supply efforts.
- Representing private water company in ongoing mediation involving groundwater pumping levels and negotiation of related conjunctive use agreement involving the City and County of San Francisco.
- Represented City of Bakersfield in a number of civil actions involving groundwater banking, appropriative water rights, water supply assessments and development, and related issues involving the sufficiency of water supplies for development, groundwater pumping and the use of recycled water.
- Defended large water district in multiple actions involving challenges to district's groundwater pumping rates, and use of funds collected through pumping rates, under a number of theories, including violations of Proposition 218.
- Represented private water company in negotiation of water transfer agreements and exchanges involving banked water in the Central Valley.
- Advised coastal water management agency on groundwater and water quality issues, and represented agency in dispute over groundwater charges.



Jolie-Anne S. Ansley is a Partner with Duane Morris who focuses her practice on environmental, water and energy law. She has been with the firm for more than 13 years.

Licenses, Registrations and Certifications – Ms. Ansley is admitted to the state bar of California, U.S. District Court for the Northern District of California and U.S. District Court for the Eastern District of California.

Education – Ms. Ansley is a 2002 *magna cum laude* graduate of the University of California, Hastings College of the Law, where she was a member of the Hastings Law Journal, and a graduate of the University of California, Berkeley (M.S., Wildland Resource Science) and the University of Michigan (B.S., Resource Ecology and Management).

Role – Ms. Ansley will be providing legal advice on the California Environmental Quality Act (CEQA) process and groundwater regulations.

Experience – Ms. Ansley represents clients in both judicial and administrative proceedings in environmental, water and energy law matter. An experienced litigator, Ms. Ansley has represented both public entities and private clients in a variety of environmental matters. She represents clients in both litigation and regulatory compliance including CEQA, NEPA, ESA, Clean Water Act, SGMA, CERCLA and RCRA. In addition, Ms. Ansley represents clients before the CPUC and the SWRCB/RWQCB. Prior to joining Duane Morris LLP, Ms. Ansley served as general counsel to an energy engineering consulting firm.

Work History –

- Represented a city regarding pre-1914 water rights and applications to appropriate water.
- Represented water agencies regarding California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) litigation.
- Provided advice to irrigation districts and water districts regarding the Sustainable Groundwater Management Act, including on development and implementation of groundwater management plans.
- Representation of the State of California Department of Water Resources in hearings before the State Water Resources Control Board to obtain permits for the development of two water tunnels that will convey water under the California Bay-Delta Estuary.
- Provided advice to water utilities and water contractors regarding water transfers.
- Litigated and then negotiated on behalf of the Merced Irrigation District a settlement of a major water litigation case in California against a downstream water user who was claiming a perpetual right to water.
- Represented a California city in a complex federal environmental cost-recovery action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) involving groundwater contamination, as well as a related environmental insurance coverage action in state court.
- Represented landowner regarding a water-right permit application.
- Provided a California county with strategic advice regarding environmental enforcement options against a recalcitrant polluter.
- Represented water agencies regarding compliance with the Endangered Species Act (ESA).
- Represented a former landowner in a federal environmental cost-recovery action under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA) involving polychlorinated biphenyls (PCB) contamination of soil and groundwater.

Attachment 2

Proposed Modifications to Scope of Work



ATTACHMENT 2, PROPOSED MODIFICATIONS TO SCOPE OF WORK

Montrose proposes the following modifications to the scope of work provided by Santa Rosa Water (Exhibit A of the RFP). Task 3.0 has been divided into four options – one for each possible CEQA document – and expanded to describe the full process of preparing each document. This task list also indicates connections between overlapping tasks, identifies the Exhibit A task numbers where proposed modifications would change them, and states Montrose’s assumptions regarding certain activities.

Please note that, although Montrose proposes the following modifications to the scope of work, the schedule and cost estimate provided with our proposal are based exclusively on the Exhibit A scope of services.

Task 1.0: Project Initiation and Ongoing Project Management

- 1.1 Project Management Meetings
- 1.2 Review Background Documents
- 1.3 Prepare CEQA Project Description
- 1.4 Attend Board of Public Utilities (BPU) and City Council Meetings
- 1.5 Prepare Community/Stakeholder Workshops

Task 2.0: Administrative Draft Initial Study and Checklist

- 2.1 Prepare Initial Study and Checklist
- 2.2 Prepare Tribal Consultation Notice and Assist with Consultation Process
- 2.3 Revise [and Finalize](#) Initial Study and Checklist [Based on City Feedback](#)
- 2.4 Assist with Informal Agency Consultations
- 2.5 [Prepare Recommendation to City Regarding Appropriate CEQA Document](#)

Task 3.0: ~~Draft Exemption, ND, MND, or EIR~~ [CEQA Document](#) (select appropriate subtask)

- 3.1 ~~Prepare Administrative Draft CEQA Document~~ Exemption
 - 3.1.1 (Task 3.1) Prepare Administrative Draft Notice of Exemption (“NOE”) for City Review
 - 3.1.2 (Task 3.3) Draft Notice of Intent to Adopt (“NOI”) [and Notice of Determination \(“NOD”\)](#)
 - 3.1.3 (Task 3.4) Revise Draft [NOE, NOI, and NOD](#) Based on City Feedback
 - 3.1.4 (Task 3.4) Provide Final Version
 - 3.1.5 [Submit NOE and NOD to State Clearinghouse](#)
- 3.2 ~~Prepare Administrative Draft CEQA Document~~ Negative Declaration (“ND”)
 - 3.2.1 (Task 3.1) Prepare Administrative Draft ND for City Review
 - 3.2.2 (Task 3.3) Draft NOI [and Notice of Completion \(“NOC”\)](#)
 - 3.2.3 (Task 3.4) Revise Draft [ND, NOI, and NOC](#) Based on City Feedback



3.2.4 (Task 3.4) Provide Final Version

3.2.5 **Submit ND, NOI, and NOC to State Clearinghouse** – noticing and distribution as indicated in Task 7

~~3.3.1~~ Prepare Administrative Draft CEQA Document Mitigated Negative Declaration (“MND”)

3.3.1 (Task 3.1) Prepare Administrative Draft MND for City Review

3.3.2 (Task 3.3) Draft NOI and NOC

3.3.3 (Task 3.4) Revise Draft MND, NOI, and NOC Based on City Feedback

3.3.4 (Task 3.4) Provide Final Version

3.3.5 **Submit MND, NOI, and NOC to State Clearinghouse** – noticing and distribution as indicated in Task 7

~~3.4~~ Prepare Administrative Draft CEQA Document Environmental Impact Report (“EIR”)

3.4.1 (Task 3.2) Draft Notice of Preparation (“NOP”)

3.4.2 **Revise NOP and Circulate for 30-Day Review Period**

3.4.3 (Task 3.1) Prepare Administrative Draft EIR for City review

3.4.4 (Task 3.3) Draft Notice of Availability (“NOA”) and NOC

3.4.5 (Task 3.4) Revise Draft EIR, NOA, and NOC Based on City Feedback

3.4.6 (Task 3.4) Provide Final Version

3.4.7 **Submit EIR, NOA, and NOC to State Clearinghouse** – noticing and distribution as indicated in Task 7

Task 4.0: Solicit and Respond to Comments and Final ND, MND, or EIR

4.1 Develop Radius Mailing Content and Map

4.2 Responses to Comments and Administrative Final CEQA Document

4.3 Revise and Provide Final CEQA Document Based on City Feedback – assumes that recirculation is not required

Task 5.0: Mitigation Monitoring and Reporting Program

5.1 Draft Mitigation Monitoring Reporting Program (“MMRP”)

5.2 Revise and Provide Final MMRP Based on City Feedback

Task 6.0: Findings and Statement of Overriding Considerations

6.1 Draft Final City Council Documents, CEQA Findings and, If Necessary, Statement of Overriding Considerations

6.2 Revise and Provide Final City Council Documents and Attend In-Person City Council Meeting



Task 7.0: Noticing and Distribution

7.1 Prepare and File Draft and Final Notices (NOC, NOI, NOA, NOD)

7.2 Distribute All NOA and NOI Notices to the Project Mailing List – [assumes that City will mail notices as indicated in Task 4.1](#)



I. COST PROPOSAL

Our Montrose cost proposal is presented below through a series of tables:

- Table 1a. Montrose Environmental Solutions Billing Rates
- Table 1b. Duane Morris, LLP Billing Rates
- Table 2. Cost Summary. The cost summary table presents a “roll-up” of the seven primary tasks (plus contingency) for the four possible CEQA document types – categorical exemption (Cat-Ex), initial study/negative declaration (IS/ND), initial study/mitigated negative declaration, and environmental impact report (EIR). Cost summaries for each of the four CEQA document types are shown in four separate columns. Detailed cost estimates of the four different CEQA document types follow.
- Table 3. Detailed Cost Estimate for CEQA Categorical Exemption (Cat-Ex)
- Table 4. Detailed Cost Estimate for CEQA Initial Study/Negative Declaration (IS/ND)
- Table 5. Detailed Cost Estimate for CEQA Initial Study/Mitigated Negative Declaration (IS/MND)
- Table 6. Detailed Cost Estimate for CEQA Environmental Impact Report (EIR)
- Note: Invoiced amounts shall be due 30 days from receipt of the invoice.



**Table 1a. Montrose Environmental Solutions
Billing Rates**

Staff Labor Rates	
Classification	Hourly Rate
Principal	\$262
Director II	\$240
Director I	\$230
Senior Associate II	\$218
Senior Associate I	\$208
Associate II	\$200
Associate I	\$191
Analyst II	\$180
Analyst I	\$170
Surveyor	\$148
Technician II	\$136
Technician I	\$120
GIS Analyst/CAD Technician	\$153
Technical Editor	\$131
Publication Specialist	\$114
Administrative Assistant	\$114
Direct Expenses (10% markup; includes subconsultants)	
Item	Rate
Mileage	Current 2024 IRS Rate (\$0.655/mile)
Printing (in-house)	
- Black/white prints	\$0.15 per page
- Color prints	\$1.00 per page
- CDs (including label and envelope)	\$1.50 each
Equipment rental	
- GIS mapping	\$30/hour
- GPS unit or Auger	\$100.00/day
Outside vendors; including	
- Equipment rentals	At cost plus markup
- Document production and supplies	

Table 1b. Duane Morris, LLP Billing Rates

\$650 per hour for partners

\$550 per hour for associates

Table 2. Cost Summary

Task No.	Task Title	CEQA Document Type			
		CEQA Exemption (Cat-Ex)	Initial Study/ Negative Declaration (IS/ND)	Initial Study/ Mitigated Negative Declaration (IS/MND)	Environmental Impact Report (EIR)
1	Project Initiation and Ongoing Project Management	\$36,224	\$60,442	\$60,442	\$67,932
2	Administrative Draft Initial Study and Checklist (or Environmental Screening for Exemption)	\$44,890	\$53,719	\$54,889	\$65,517
3	Draft Environmental Document	\$10,407	\$79,298	\$100,610	\$150,992
4	Solicit and Respond to Comments	\$0	\$38,494	\$53,984	\$86,138
5	Mitigation Monitoring and Reporting Program	\$0	\$0	\$11,272	\$12,888
6	Findings and Statement of Overriding Considerations	\$1,858	\$4,154	\$4,154	\$13,749
7	Noticing and Distribution	\$3,819	\$10,239	\$10,239	\$10,772
	Contingency (10%)	\$9,720	\$24,635	\$29,559	\$40,799
	Totals	\$106,918	\$270,982	\$325,150	\$448,788

City of Santa Rosa
Water Supply Options CEQA Support
Consultant Services for Montrose Environmental Solutions, Inc.
Cost Estimate - July 12, 2024

TABLE 4. DETAILED COST ESTIMATE FOR CEQA INITIAL STUDY/NEGATIVE DECLARATION (IS/ND)

Task	Task Name / Description	Labor										Sub-Total Labor Hours per Task	Sub-Total Labor Fee per Task	Subcontractor Expenses Duane Morris, LLP	Markup on Subcontractor Expenses	Sub-Total Subcontractor Fee per Task	Direct Expenses				Markup on Direct Expenses	Sub-Total Direct Expense Fee per Task	Task Total	Task Total				
		Principal	Director II	Director I	Senior Associate II	Senior Associate I	Associate II	Associate I	Analyst II	Analyst I	Technical Editor						Mileage (Current IRS Rate)	GIS	ADA Compliance Vendor	CDFW Filing Fees								
2024 Hourly Rate		\$262	\$240	\$230	\$218	\$208	\$200	\$191	\$180	\$170	\$131			\$650	10.0%		\$0.655/mile	\$30/hour			10.0%							
1	Project Initiation and Ongoing Project Management																											
1.1	Meetings	24				30							54	\$12,528	\$1,500	\$150	\$1,650						\$0	\$0	\$14,178		\$60,442	
1.2	Background Document Review	2				30							32	\$6,764		\$0	\$0						\$0	\$0	\$6,764			
1.3	CEQA Project Description	4				32			20				64	\$12,352	\$1,500	\$150	\$1,650		\$480				\$48	\$528	\$14,530			
1.4	Presentations	16				24			24				64	\$13,504		\$0	\$0	\$472					\$47	\$519	\$14,023			
1.5	Community/Stakeholder Workshops	8				24			20				52	\$10,688		\$0	\$0	\$236					\$24	\$259	\$10,947			
2	Administrative Draft Initial Study and Checklist																										\$53,719	
2.1	Initial Study & Checklist	12	18	6	10	40		12	40	8	8		154	\$31,244	\$1,500	\$150	\$1,650	\$157	\$600				\$76	\$4,133	\$37,027			
2.2	Tribal Outreach and Consultation	2	16			14							32	\$7,276		\$0	\$0						\$0	\$0	\$7,276			
2.3	Initial Study & Checklist Review	2	4			10			10				26	\$5,364		\$0	\$0			\$1,200			\$120	\$1,320	\$6,684			
2.4	Agency Consultation	2	4			6							12	\$2,732		\$0	\$0						\$0	\$0	\$2,732			
3	Draft Environmental Document																										\$79,298	
3.1	Draft Environmental Document	16	20	14	12	90	24	24	72	24	24		320	\$63,116	\$2,500	\$250	\$2,750						\$0	\$0	\$65,866			
3.2	Notice of Preparation												0	\$0		\$0	\$0						\$0	\$0	\$0			
3.2	Draft and Final Notices					6			12				18	\$3,408		\$0	\$0						\$0	\$0	\$3,408			
3.3	Environmental Document Review	2	4	4		12		4	12				38	\$7,824		\$0	\$0			\$2,000			\$200	\$2,200	\$10,024			
4	Solicit and Respond to Comments																										\$38,494	
4.1	Mailing List and Content					8			12				20	\$3,824		\$0	\$0						\$0	\$0	\$3,824			
4.2	Responses to Comments	4	12	4	4	26	6	8	32	8	8		112	\$22,024	\$1,300	\$130	\$1,430						\$0	\$0	\$23,454			
4.3	Final Environmental Document	2			6	20			20		4		52	\$10,116		\$0	\$0			\$1,000			\$100	\$1,100	\$11,216			
5	Mitigation Monitoring and Reporting Program																										\$0	
5.1	Draft MMRP												0	\$0		\$0	\$0						\$0	\$0	\$0			
5.2	Review and Final MMRP												0	\$0		\$0	\$0						\$0	\$0	\$0			
6	Findings and Statement of Overriding Considerations																										\$4,154	
6.1	Findings and SOC												0	\$0	\$0	\$0	\$0						\$0	\$0	\$0			
6.2	Review City Documents and Meeting	6				12							18	\$4,068		\$0	\$0	\$79					\$8	\$86	\$4,154			
5	Noticing and Distribution																										\$10,239	
5.1	Notice Preparation	2				6			8				16	\$3,212	\$650	\$65	\$715						\$0	\$0	\$3,927			
5.2	Notice Distribution and Filing					8			8				16	\$3,104		\$0	\$0					\$2,917	\$292	\$3,208	\$6,312			
Total Labor Hours		104	78	28	32	398	30	48	290	40	52	1100																
Totals		\$27,248	\$18,720	\$6,440	\$6,976	\$82,784	\$6,000	\$9,168	\$52,200	\$6,800	\$6,812		\$223,148		\$7,000	\$700	\$7,700	\$865	\$1,080	\$3,200	\$0	\$514		\$8,959	\$246,347	\$246,347		
																											10% Contingency	\$24,635
																										Total	\$270,982	

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.












Draft PSA - Montrose Env CEQA[46]

Final Audit Report

2024-09-30

Created:	2024-09-20
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5M_mF683sGlzu_wm6pBxDJEpMeVUJ3w

"Draft PSA - Montrose Env CEQA[46]" History

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-  Document emailed to Vijay Manthripragada (vmanthripragada@montrose-env.com) for signature
2024-09-20 - 9:28:58 PM GMT
-  Email viewed by Vijay Manthripragada (vmanthripragada@montrose-env.com)
2024-09-30 - 10:35:01 AM GMT
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Signature Date: 2024-09-30 - 5:14:01 PM GMT - Time Source: server
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2024-09-30 - 5:14:05 PM GMT
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2024-09-30 - 5:38:33 PM GMT
-  Signer rmaddow@bpmnj.com entered name at signing as Robert B. Maddow
2024-09-30 - 5:39:17 PM GMT
-  Document e-signed by Robert B. Maddow (rmaddow@bpmnj.com)
Signature Date: 2024-09-30 - 5:39:19 PM GMT - Time Source: server

✔ Agreement completed.

2024-09-30 - 5:39:19 PM GMT