

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ENVIRONMENTAL SCIENCE ASSOCIATES
FOR
ON-CALL ENVIRONMENTAL CEQA SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and ENVIRONMENTAL SCIENCE ASSOCIATES, a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call environmental CEQA services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Terri Avila who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on April 5, 2026 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one year from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Seven Hundred Thousand Dollars (\$700,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Community
Development
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Environmental Science Associates
ATTN: Terri Avila
633 West 5th Street, Suite 380
Los Angeles, CA 90071

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
ENVIRONMENTAL SCIENCE
ASSOCIATES

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: *Doug Skurski*
Doug Skurski
print name
ITS: (circle one) Chairman/President/Vice President

AND
By: *Mary Ballif*
Mary Ballif
print name
ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Community Development

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

P. Damm
City Attorney

CONSULTANT,
ENVIRONMENTAL SCIENCE
ASSOCIATES

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

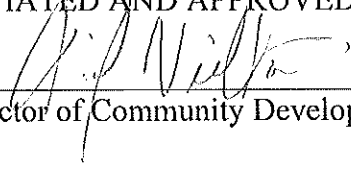
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:



Director of Community Development

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY shall issue task orders based upon scope of services, work schedule, and fee proposal submitted to City for its review and approval

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT B

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project
2. Prepare associated reimbursement agreements and collect developer payments in a timely manner in conjunction with projects assigned.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by City.

EXHIBIT A



City of Huntington Beach

On-Call Environmental (CEQA) Consulting Services

Community Development Department



February 12, 2026
RFQ #2026-0115

Project Director: Terri Avila
310.713.9556 | tavila@esassoc.com

Environmental Science Associates
esassoc.com



420 Exchange, Suite 260
Irvine, CA 92602
949.753.7001 phone
949.753.7002 fax
esassoc.com

February 12, 2026

SECTION A

Cover Letter

City of Huntington Beach – Community Development Department

Attention: Alyssa Salazar, Buyer
2000 Main Street
Huntington Beach, CA. 92648

Subject: Request for Qualifications for On-Call Environmental (CEQA) Consulting Services

Dear Ms. Salazar:

Huntington Beach continues to navigate the complex intersection of growth, redevelopment, environmental stewardship, and community identity within a highly visible coastal setting. As the City advances projects that must respond to evolving regulatory requirements, public scrutiny, and long-standing community values, thoughtful and technically sound environmental review remains a critical tool for informed decision-making.

Environmental Science Associates (ESA) has supported the City of Huntington Beach in this effort for more than a decade as part of the City's environmental on-call team (and over a decade longer, considering the tenure both Terri Avila and Ruta Thomas have worked with the City prior to their time at ESA). During this time, we have worked closely with City staff to prepare a wide range of California Environmental Quality Act (CEQA) documents and technical studies, developing a strong understanding of the City's planning framework, environmental challenges and goals, its coastal context, and community priorities. We appreciate the opportunity to submit this Statement of Qualifications to continue providing on-call environmental consulting services to the City.

Huntington Beach faces a range of planning and environmental challenges, including redevelopment and infill development in largely built-out areas, projects within and near the coastal zone, sea-level rise and climate adaptation, preservation of biological and cultural resources, mobility and public safety, and the provision of parks and community facilities. Many of these projects are high-profile and generate significant public interest, underscoring the need for clear, defensible, and well-communicated environmental analyses.

ESA is well positioned to support the City in addressing these challenges. As a 100 percent employee-owned, California-based firm with more than 55 years of experience, ESA's core practice is the preparation of CEQA compliance documents and associated technical studies. Our multidisciplinary team includes in-house specialists in air quality, greenhouse gas emissions, energy, noise, biology,

cultural and tribal cultural resources, geology and hazards, hydrology and water quality, traffic and transportation, and coastal planning. This integrated structure allows us to efficiently tailor the level of environmental review to each project while maintaining legal defensibility and cost-effective delivery.

ESA's experience in Huntington Beach is extensive and current. Recent work includes preparation of the Pacific Airshow Environmental Impact Report, acquisition of the Pacific Airshow Coastal Development Permit, the Addendum to the Final Master Environmental Impact Report for Master Plan of Recreation Uses for Central Park, City of Huntington Beach, California – Symphony of the Flowers Project, and ongoing environmental support for redevelopment, infrastructure, and special event projects. Through this work, ESA has developed strong working relationships with City staff and a nuanced understanding of local issues, community concerns, and Coastal Act considerations.

On-call services will be led by Project Director Terri Avila, who brings nearly 40 years of experience guiding CEQA strategy for complex planning, infrastructure, and coastal development projects throughout Southern California, including decades of work in Huntington Beach. Day-to-day project execution will be managed by Brian Allee, who will serve as the City's primary point of contact and will oversee coordination across technical disciplines. Together, they will provide consistent oversight, proactive communication, and rigorous quality assurance/quality control for each task order, as they have demonstrated in the recent past.

ESA's approach emphasizes early coordination, clear scoping, and a "right hammer for the right nail" philosophy, providing the appropriate level of environmental review to meet CEQA requirements while supporting efficient project processing. Our track record reflects a strong history of preparing clearly written and defensible environmental documents that withstand legal challenge.

The enclosed Statement of Qualifications demonstrates our relevant experience, proposed staffing, technical capabilities, and commitment to responsive service. ESA is prepared to execute the City's professional services agreement and comply with all contractual and insurance requirements. ESA's consultant fees and hourly rates, as included in this submittal, will be valid for a period of at least 180 days from the date of submission.

We look forward to continuing our long-standing partnership with the City of Huntington Beach in support of its planning and environmental goals. Please don't hesitate to contact Terri Avila at tavila@esassoc.com or 213.599.4300.

Sincerely,



Terri Avila
Project Director/Vice President



Brian Allee
Project Manager

Attachment: Vendor Application Forms

**REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Environmental Science Associates (ESA)

Contact Person for Agreement: Terri Avila, Vice President

Corporate Mailing Address: 633 West 5th Street, Suite 830

City, State and Zip Code: Los Angeles, CA 90071

E-Mail Address: tavila@esassoc.com

Phone: 213.599.4300

Fax: 213.599.4301

Contact Person for Proposals: Terri Avila

Title: Vice President (Project Director)

E-Mail Address: tavila@esassoc.com

Business Telephone: 213.299.4300

Business Fax: 213.599.4301

Year Business was Established: 1969

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
The table on the following pages contains the names, titles,	and phone numbers for the	requested persons.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 94-1698350

City of Huntington Beach Business License Number: A2999308
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 2/28/2026



ESA Board Members, Officers, and Authorized Contract Signers

Board Members, Officers, and Authorized Contract Signers

Name	Title	Phone
Board of Directors & Corporate Officers		
Leslie Moulton-Post	Board Member; President & CEO	415.896.5900
Maury Ballif	Chief Financial Officer; Treasurer and Secretary; Senior Vice President	415.896.5900
Keith Steele	Board Member; Vice President	503.274.2010
Eric Haase	Chief Operating Officer; Senior Vice President	415.896.5900
Lisa Kay	Chief Growth Officer; Senior Vice President	619.719.4200
Brian Boxer	Board Member; Senior Vice President; Northern California Regional Director	916.564.4500
Alisa Moore	Board Member; Senior Vice President	415.896.5900
Ruta Thomas	Board Member; Senior Vice President; Southern California Regional Director	213.599.4300
Amy Weeden	Outside Board Member	Outside Director
Martin Staubus	Outside Board Member	Outside Director
Darrell Teat	Outside Board Member	Outside Director
Tad Widby	Outside Board Member	Outside Director
Additional Authorized Signatures (presented alphabetically)		
Lauren Abom	Senior Vice President	510.839.5066
Jon Ambrose	Principal Associate	206.789.9658
Mike Arnold	Senior Vice President	407.403.6300
Terri Avila	Vice President	213.599.4300
Tom Barnes	Vice President	213.599.4300
Christie Beeman	Environmental Hydrology Director	510.839.5066
Ann Borgonovo	Senior Vice President	415.896.5900
Eryn Brennan	Vice President	415.896.5900

Vendor Form (attachment)

Board Members, Officers, and Authorized Contract Signers

Name	Title	Phone
Additional Authorized Signatures (presented alphabetically)		
Stacy Bumback	Senior Vice President	206.789.9658
Barbra Calantas	Vice President	619.719.4200
Jeff Caton	Vice President	510.839.5066
Michael Chidley	Regional Operations Director	206.789.9658
Dan Dameron	Vice President	916.564.4500
Erich Fischer	Senior Vice President	916.564.4500
Cameron Fisher	Vice President	206.789.9658
Chris Fitzer	Vice President	916.564.4500
Mike Leech	Vice President	206.789.9658
Cathy McEfee	Vice President	916.564.4500
Sharon Niemczyk	Vice President	407.403.6300
Jim O'Toole	Senior Vice President	707.795.0900
Tony Overly	Vice President	916.564.4500
Meredith Parkin	Vice President	916.564.4500
Doug Skurski	Senior Vice President	407.403.6300
Julie Sullivan	Senior Vice President	407.403.6300
Christopher Warn	Vice President	407.403.6300

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Chris Breiland	Technical Principal In Charge	206-576-4217
Christine Shields	Secretary	925-977-3205
Steven J. Brown	Senior Vice President	949-308-6321
Sarah Brandenburg	Regional Principal In Charge	213-261-3075
Meghan Mitman	Regional Principal In Charge	925-357-3401

Federal Tax Identification Number: 68-0065540

City of Huntington Beach Business License Number: A323280
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 10/31/2026

SECTION B

Background and Experience

Firm Bio

ESA is a 100 percent employee-owned, California-based corporation with more than 750 staff in offices throughout the West Coast and the Southeast. For 55 years, our environmental planners have employed their technical command of the California Environmental Quality Act (CEQA) to prepare environmental documentation and provide strategic support for compliance with environmental regulations. Our core business is the preparation of CEQA and NEPA compliance documents including initial studies, negative declarations, mitigated negative declarations, environmental assessments, environmental impact reports, environmental impact statements, as well as the associated supporting technical studies. Our team is composed of environmental planners and technical specialists in the fields of air quality, archaeology, biology, geology/environmental hazards, geographic information systems (GIS), greenhouse gas (GHG) emissions, historic resources, hydrology, landscape architecture, noise and vibration, paleontology, sustainability and climate, traffic, tribal cultural resources (including Assembly Bill [AB] 52 facilitation), and water quality to prepare the necessary technical analyses to support a range of environmental compliance documents.

Local Experience

ESA brings more than a decade of continuous experience supporting the City of Huntington Beach as part of the City's environmental on-call team, having served in this role since 2015. During this time, ESA has prepared a wide range of environmental documents and technical studies in close coordination with City staff, developing a strong understanding of the City's planning framework, regulatory environment, and community priorities. Our long-standing working relationships with City staff, combined with our technical expertise and responsiveness, have allowed us to efficiently support redevelopment, infill, and infrastructure projects while helping the City balance growth with the preservation of its distinctive beach community character, natural resources, and quality of life.

ESA's work in Huntington Beach is grounded in a deep familiarity with the City's General Plan, specific plans, coastal context, and planning considerations, including redevelopment in largely built-out areas, development within and near the coastal zone, sea-level rise, preservation of cultural and biological resources, mobility and public safety, and the provision of parks and community facilities. These issues are well understood by ESA's employee-owners, many of whom live in, have lived in, or regularly spend time in Huntington Beach, fostering a genuine appreciation for the City's "Surf City" identity and sense of place. As Huntington Beach continues to implement its long-term vision for a healthy, safe, and vibrant community, ESA remains committed to providing thoughtful, technically sound environmental services that support the City's goals while protecting the resources and character valued by residents today and in the future.

Legal Challenges

ESA's frequent involvement with complex and high-profile projects that are often controversial and garner enthusiastic community opposition or concern means that our high-quality work is subject to

legal challenge on occasion. To date, no approved or certified ESA document has been invalidated by the courts due to errors of negligence by ESA or its subconsultants, which brings us to a 100 percent success rate in terms of holding up to legal challenges brought forward on our documents. ESA is not a party to nor engaged in any active or pending lawsuits that would impede our ability to successfully deliver work for the City.

Project Management

ESA will provide flexible, responsive CEQA services aligned with the City's on-call needs, with staffing and technical expertise assigned based on the requirements of each task order. Projects will be overseen by Project Director **Terri Avila**, who will offer strategic guidance, broad-based planning and environmental expertise, and oversight of ESA's quality assurance/quality control program. Day-to-day project execution will be led by **Brian Allee**, serving as Project Manager and primary point of contact for the City, supporting coordination across technical disciplines and consistent communication throughout the project lifecycle.

ESA's approach emphasizes developing a thorough understanding of each project at the outset to support appropriate scoping, efficient scheduling, and cost-conscious delivery. Following project authorization, ESA will collaborate with the City to refine the project description, confirm key parameters of the environmental analysis, and identify the appropriate level of CEQA documentation. ESA applies an approach focused on providing the appropriate level of environmental review for each project, balancing the need for legally defensible analysis with practical time and budget considerations while avoiding unnecessary or duplicative technical work.

Environmental documentation will be prepared by a multidisciplinary team of in-house technical specialists with expertise across CEQA resource areas. Clear communication within project teams and with the public is a core element of ESA's process and supports the preparation of concise, understandable documents that facilitate informed decision-making. Disciplined project management practices, proactive budget and schedule monitoring, and a multi-level QA/QC review process contribute to the preparation of high-quality, technically sound environmental documents responsive to the City's needs.

Achieving Client Satisfaction

ESA's approach to achieving client satisfaction is grounded in our, deep history with the City, spanning over 20 years, proven track-record of successfully completing environmental documents addressing a wide variety of variety of projects, understanding of the City's planning context, wide bench of technical expertise, and the disciplined project management methods and controls described above and have demonstrate in practice over the years. For on-call assignments, ESA emphasizes responsiveness, clear communication, and flexibility, recognizing that project priorities, schedules, and staffing needs may evolve over time.

Client satisfaction is supported through consistent leadership and oversight. Terri Avila will serve as Project Director for all projects for all on-call assignments, providing continuity, institutional knowledge, and quality assurance across CEQA documents prepared for the City. Day-to-day coordination will be led by Brian Allee, who will maintain regular communication with City staff regarding scope, schedule, budget, and deliverables, and will promptly address questions or direction as projects progress.

ESA is committed to producing clear, well-organized, and understandable environmental documents that facilitate efficient staff review, informed decision-making, and effective public communication. Our team works collaboratively with City staff to confirm expectations at the outset of each task order, proactively identify and resolve issues, and tailor the level of environmental analysis to the needs of each project. Through this approach, ESA supports timely project delivery while maintaining the technical rigor and legal defensibility required under CEQA.

SECTION C

Staffing

ESA will provide flexible, responsive staffing to support the City's on-call environmental consulting needs, with personnel assigned based on the requirements of each task order. The following outlines key individuals and subconsultants who will support CEQA services for the City of Huntington Beach. One-page resumes for key staff are provided in **Attachment 1**. An organizational chart illustrating additional technical support staff available to the City is included in **Attachment 2**.

Key Staff

Terri Avila | Project Director

Terri Avila is a Project Director with nearly 40 years of experience leading CEQA compliance for complex planning, infrastructure, and coastal development projects throughout Southern California. She has served as project director and strategic advisor for numerous cities, including extensive work for the City of Huntington Beach on waterfront, mixed-use, hotel, and redevelopment projects. Terri is frequently relied upon by city staff to guide CEQA strategy, oversee multidisciplinary teams, and deliver legally defensible documents for high-profile, publicly scrutinized projects.

Brian Allee | Project Manager

Brian Allee is a Project Manager with more than 20 years of experience managing CEQA compliance and entitlement processes for cities throughout Orange County and Southern California. He has served as the City's primary day-to-day point of contact on multiple City of Huntington Beach projects, including preparation of Environmental Impact Reports (EIRs) and Addenda for large public events and park uses. Brian is known for his hands-on project management style, close coordination with city staff and agencies, and ability to keep complex, high-profile projects on schedule and within budget.

Alan Sako, LEED AP BD+C | Air Quality, Greenhouse Gas Emissions, Energy, and Noise

Alan Sako is a senior technical lead with more than 24 years of experience preparing and defending CEQA air quality, greenhouse gas, energy, and noise analyses for cities throughout Southern California. He has led complex technical studies for urban and coastal jurisdictions, including work in Huntington Beach on highly scrutinized remediation and redevelopment projects such as the ASCON Landfill Site. Alan is frequently relied upon by city staff for technically rigorous, legally defensible analyses and clear responses to agency and public comments.

Maile Tanaka | Biological Resources

Maile Tanaka is a Principal Biologist with 20 years of experience supporting CEQA compliance for cities and public agencies throughout Orange County and Southern California. Her work includes biological resources sections for EIRs, focused special-status species surveys, jurisdictional delineations, and construction and mitigation monitoring for complex urban and coastal projects. Maile has led biological efforts for projects in Huntington Beach and surrounding coastal communities, including habitat restoration and living shoreline projects requiring close coordination with city staff and resource agencies.

Kyle Garcia | Cultural Resources/Paleontology

Kyle Garcia is a Principal Archaeologist with more than 20 years of experience supporting CEQA compliance for cities and public agencies throughout Orange County and Southern California. He has led cultural and paleontological resources assessments, Native American coordination, and construction monitoring for a wide range of urban and coastal infrastructure projects, including work in Huntington Beach and surrounding communities. Kyle is known for his practical, solution-oriented approach that helps cities maintain compliance while minimizing construction delays during resource discoveries.

Michael Burns, CHG, CEG, PG, QSD | Geology, Hazardous Materials, Stormwater, Hydrology and Water Quality

Michael Burns is a Principal Geologist with more than 30 years of experience supporting CEQA compliance for cities and public agencies throughout Southern California. He provides senior technical oversight for geology, seismic hazards, hydrology, stormwater, and water quality analyses for urban, coastal, and infrastructure projects, including complex redevelopment and water-related facilities. Michael is frequently relied upon by cities to address challenging site constraints, sea level rise considerations, and stormwater and groundwater issues in a clear, defensible manner.

Subconsultant Support

Contact: Steven J. Brown, P.E., Senior Vice President
(949) 306-3308 | s.brown@fehrandpeers.com

Fehr & Peers

ESA has partnered with Fehr & Peers as our primary traffic and transportation subconsultant throughout our tenure on the City of Huntington Beach's environmental on-call team. Fehr & Peers provides traffic, transportation, and mobility analysis services in support of CEQA and planning efforts, including vehicle miles traveled, intersection operations, multimodal analysis, and transportation demand management strategies. Together, ESA and Fehr & Peers have successfully delivered integrated CEQA and transportation analyses for the City of Huntington Beach, including the Pacific Airshow EIR and Coastal Development Permit (CDP) and the Addendum to the Final Master EIR for Master Plan of Recreation Uses for Central Park, City of Huntington Beach, California – Symphony of the Flowers Project. This long-standing teaming relationship has resulted in efficient coordination, consistent methodologies, and high-quality technical deliverables that align with City standards and expectations, allowing ESA to provide seamless environmental services to City staff.

SECTION D

Qualifications and References

The following describes ESA's project qualifications, with emphasis on recent and ongoing work within the last five years, including identified key staff and subconsultants that participated in each.

Huntington Beach Pacific Airshow EIR, Pacific Airshow, LLC | 2023–2025

Key staff: Terri Avila, Brian Allee, Alan Sako, Kyle Garcia, Amanda French

Project Description: ESA prepared the EIR for the Pacific Airshow, a recurring, spectacle-scale airshow event in Huntington Beach featuring civilian and military aircraft flybys, aerial acrobatics, air racing, and a wide range of temporary ground-based displays and visitor-serving activities. The EIR evaluated the potential environmental effects of annual three- to five-day events, including aircraft practice flights occurring earlier in the week, and the installation and removal of temporary infrastructure and entertainment uses. ESA's work supported the City of Huntington Beach's review of an event program allowing continuation of the Airshow for up to ten additional years, from 2024 through 2035, under the City's Specific Event Permit process.

Client Reference Information: Kevin Elliot, CEO | 714.719.2887 | kevin@codefour.com

Huntington Beach Pacific Airshow Coastal Development Permitting, Pacific Airshow, LLC | February 2025 – September 2025

Key staff: Terri Avila, Brian Allee, Eli Davidian, Shannon Fiala, Alan Sako, Amanda French

Project Description: ESA provided environmental planning support for the Pacific Airshow CDP, evaluating the consistency of a recurring, temporary airshow event with California Coastal Act policies. The Project includes annual three- to five-day events in Huntington Beach featuring aircraft flybys and demonstrations, emerging aviation and mobility technology displays, and temporary visitor-serving amenities such as viewing areas, entertainment, and concessions. ESA's work supported review and approval of a CDP by the California Coastal Commission for continuation of the Pacific Airshow for up to five additional years through 2029.

Client Reference Information: Kevin Elliot, CEO | 714.719.2887 | kevin@codefour.com

Addendum to the Final Master Plan EIR for Master Plan of Recreation Uses for Central Park, City of Huntington Beach, California - Symphony of Flowers | October 2024 – September 2025

Key staff: Terri Avila, Brian Allee, Alan Sako, Maile Tanaka, Kyle Garcia

Project Description: ESA prepared an EIR Addendum for the Symphony of the Flowers Project, a temporary multimedia event featuring a large-scale illuminated flower display and choreographed light and music show viewed from temporary bleachers. The EIR Addendum evaluated the potential environmental effects associated with the installation, operation, and removal of temporary

structures and features, including aluminum bleachers accommodating up to 2,062 spectators, lighting and sound equipment, luminous LED flowers, pathways, a water fountain and basin, and visitor-serving amenities. ESA's analysis addressed the temporary nature of the Project, short-term visitor attendance, and limited ground disturbance associated with the manual installation of programmable LED flower elements, and concluded that potential impacts could be reduced to less-than-significant levels with implementation of mitigation measures.

Client Reference Information: Jennifer Villaseno, Director, Community Development | 714.374.1661 | jvillasenor@surfcity-hb.org

Back Bay Landing EIR, Addendum & Supplemental EIR, Newport Beach | 2014, 2016, 2025 – 2026

Key staff: Alan Sako, Kyle Garcia

Project Description: ESA prepared an EIR for the proposed Back Bay Landing project located on a waterfront property in Upper Newport Bay, addressing land use approvals for a mixed-use waterfront development on a seven-acre site. The EIR covered key issues such as aesthetics, biological resources, historic resources, hydrology, land use, and traffic. In 2016, at the request of the City, ESA prepared an Addendum to the Certified Back Bay Landing Project EIR to address changes requested by the California Coastal Commission. Throughout the project, ESA demonstrated a strong commitment to adhering to the established schedule and budget, ensuring timely progress and efficient use of City's resources. In April 2025, ESA began preparation of a Supplemental EIR for the Back Bay Landing and Bayside Marina Improvement Project to address infrastructure improvements necessary to facilitate implementation of the future mixed-use project.

Client Reference Information: Joselyn Perez, Senior Planner | 949.644.3226 | jperez@newportbeachca.gov

On-Call Environmental Services, City of Long Beach | 2015 – 2029

Key staff: Terri Avila

Project Description: Since 2015, ESA has provided on-call environmental planning and CEQA services for the City of Long Beach Community Development Department, supporting a wide range of public and private development projects throughout the City. ESA's work has included preparation of CEQA documents (EIRs, MNDs, and Addenda), technical studies for biological, cultural and historic resources, noise, air quality, and tribal cultural resources, as well as peer review and plan- and policy-level consistency analyses. Representative projects completed under the on-call include environmental review for the Goodman Commerce Center industrial development, the Alamitos Bay Water Quality Enhancement Project EIR, the Mosaic Development programmatic EIR Addendum, and numerous urban infill, mixed-use, commercial, residential, waterfront, signage, and adaptive reuse projects. Across these efforts, ESA has worked closely with City staff to deliver timely, defensible environmental analysis that supports efficient project processing while maintaining full CEQA compliance.

Client Reference Information: Christopher Koontz, Director, Long Beach Community Development Department | 562.570.6288 | Christopher.koontz@longbeach.gov

On-Call CEQA/ NEPA Services, City of Oxnard | 2020 – 2030

Key staff: Terri Avila, Alan Sako, Michael Burns, Maile Tanaka

Project Description: ESA provided comprehensive environmental planning services to the City of Oxnard under an on-call contract, preparing multiple IS/MNDs and related CEQA documentation for a range of public and private development projects. ESA's work included preparation of IS/MNDs for electronic billboard projects and an ordinance amendment adjacent to U.S. Highway 101, addressing key issues such as aesthetics, light and glare, and construction impacts, as well as more complex development projects including the Arturus Cold Storage facility and the Lockwood III Apartments. For these projects, ESA conducted peer reviews of technical studies, prepared air quality and greenhouse gas analyses, completed biological and cultural resources investigations, and managed the CEQA process from initial study through document completion. Based on this successful performance, ESA's on-call contract with the City of Oxnard has been renewed for an additional four-year term.

Client Reference Information: Joe Pearson II, AICP, Planning and Environmental Services Manager | 805.385.8272 | joe.pearson@oxnard.org

Attachment 1

Key Staff Resumes



Terri Avila

Project Director



Terri Avila has nearly 40 years of experience managing complex, high-profile, multi-disciplinary project teams. She has an extensive background in environmental compliance, with particular expertise in coastal environments. Terri's expertise is perfectly suited to analyzing the environmental impacts of projects where the combination of land use, natural resources, and transportation needs intersect, particularly in coastal environments. She has been the Strategic Advisor, Project Director, and/or Project Manager for major CEQA, restoration, and permitting projects throughout Southern California and across the state.

EDUCATION

BS, Chemistry and Math with a Minor in Applied Math (Statistics) and Sociology, Hood College

40 YEARS' EXPERIENCE

CERTIFICATIONS/REGISTRATION

Environmental Consultation and Permitting Requirements for CEQA/NEPA Projects

Land Use Law Update

Traffic Engineering Certificate

Urban Mass Transit Certificate, Federal Highway Administration

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

American Planning Association

Southern California Water Committee

Society of Wetland Scientists

Relevant Experience

City of Huntington Beach, Waterfront Hotel Addendum, Huntington Beach, CA. Project Manager. Terri prepared a series of Addenda associated with the Waterfront Development Project between 1998 and 2010. The Waterfront Development Project was first conceptually discussed in the Huntington Beach Downtown Specific Plan, which was evaluated by EIR 82 2; certified in 1983 and SEIR 82 2; certified in 1988. In 1998, the project was substantially reduced in scale, which was addressed in in Addendum #1 to SEIR 82 2. Since 2001, there have been four additional addendums. This project demonstrates Terri's ability to maximize the use of analyses provided within existing environmental documents, as well as her experience with coastal development projects.

City of Huntington Beach, Pacific City Mixed-Use Development EIR, Huntington Beach, CA. Project Manager. Terri served as the project manager for the Pacific City Mixed-Use Project EIR, which evaluated a 240,000-square-foot mixed-use visitor-serving commercial center, a hotel of up to eight stories in height and 400 rooms (with a ballroom, spa, and a restaurant), a 516-unit residential village, and 2,000 parking spaces. This is one of nearly ten projects that Terri completed for the City of Huntington Beach, but it also represents a project that has significantly contributed to the redevelopment and revitalization of the coastal area of the city, particularly in the context of existing residential uses.

Laguna Ocean Foundation's Aliso Creek Estuary Restoration Plan, Laguna Beach, CA. Project Manager. Terri collected and evaluated water quality data and conducted habitat assessment surveys over two-year period. The goal of the project, which is funded by the California Coastal Conservancy and others, was to identify a feasible plan to restore the lagoon at the mouth of Aliso Creek to a healthy estuary. The plan was developed with the assistance of a technical team (i.e., ESA) and analyses of site conditions, constraints, and opportunities and potential future conditions. The product was a CEQA/NEPA-ready plan.

Brian Allee

Project Manager



EDUCATION

BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

21 YEARS' EXPERIENCE

PROFESSIONAL AFFILIATIONS

Orange County Association of Environmental Professionals (AEP), Co Vice President of Programs (2012-2015), Interim President (2014), Co Special Events Coordinator (2016-2018), Chapter Director (2019-2024), 2024 State AEP Conference Chair
Orange County American Planning Association (APA), Member

Brian Allee is an environmental planner and project manager with 20 years of experience in project entitlements and preparing environmental documentation compliant with CEQA and NEPA. He is skilled in tracking and ensuring project compliance with conditions of approval and local, state, and federal agency coordination. He is experienced in research, analysis, and preparation of all levels of CEQA and NEPA documentation for a wide variety of project types, including sports arenas, mixed-use/urban infill projects, large-scale residential and specific plan developments, industrial and commercial developments, parks, medical facilities, waste management, water and wastewater infrastructure, and coastal development projects.

Relevant Experience

City of Huntington Beach, Huntington Beach Air Show EIR, Huntington Beach, CA. Project Manager. ESA prepared the EIR and associated Biological Resources and Aviation Noise technical reports to evaluate the Pacific Airshow, a spectacle-scale airshow in the City of Huntington Beach. The project would include an event program for the continuation of the Airshow for up to 10 additional years. Brian served as the main point of contract for the City and is responsible for the day-to-day management of all Project tasks. Brian also led, prepared, and oversaw the work of the in-house technical team members and subconsultants.

City of Huntington Beach, Symphony of the Flowers EIR Addendum, Huntington Beach, CA. Project Manager. ESA prepared an EIR Addendum to the Final Master Environmental Impact Report (FMEIR) for Master Plan of Recreation Uses for Central Park, City of Huntington Beach, California (Certified 1999 FMEIR 1999) (State Clearinghouse No. 97091007). As project manager, Brian led the preparation of the EIR Addendum.

City of Huntington Beach, Center Avenue Skate Park EIR, City of Huntington Beach, CA. Environmental Specialist. ESA prepared the EIR for the Center Avenue Skate Park in Huntington Beach. Given the adjacent residential uses, traffic and noise issues were key environmental concerns. In response to concerns from neighbors, the EIR fully disclosed the potential for impacts during daily and special events. It also assessed potential impacts on a variety

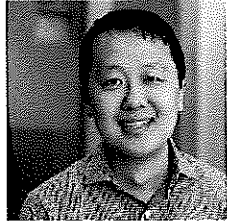
of other issues. Brian assisted with the section preparation of the EIR.

California Environmental Protection Agency/DTSC/Project Navigator, Ascon Landfill Remedial Action Plan EIR, City of Huntington Beach, CA. Environmental Specialist. As a former hazardous landfill site, this was a highly controversial remediation regarding the 38-acre ASCON project. The project engaged ESA to analyze the impacts of the proposed remedial activities. Brian assisted with the MND to address Interim Removal Measures and the EIR for the Remedial Action Plan.



Alan Sako, LEED AP BD+C

Principal Consultant, Air Quality, Climate, and Acoustics



Alan brings over 24 years of specialized experience in leading and delivering air quality and climate change analyses for CEQA and NEPA environmental documents. His work includes detailed ambient air quality impact evaluations, health risk assessments (HRAs), and regulatory compliance support across a wide range of projects. Alan is highly proficient in using air pollutant dispersion and emissions modeling tools and has extensive experience conducting Conformity assessments under the Clean Air Act. He has also evaluated the energy efficiency and renewable energy implications of proposed projects, integrating these findings into CEQA impact assessments. In addition to his core air quality and greenhouse gas (GHG) expertise, Alan has a strong background in acoustical/noise and vibration modeling, as well as the preparation of Risk Management Plans (RMPs) and Offsite Consequence Analyses (OCAs) for facilities involving hazardous materials. Known for his collaborative approach, Alan has a proven ability to guide complex, multi-stakeholder environmental reviews and develop practical, technically sound solutions to air quality, energy, GHG, noise, and hazardous materials challenges.

EDUCATION

BS, Atmospheric, Oceanic & Environmental Science, University of California, Los Angeles

24 YEARS' EXPERIENCE

CERTIFICATIONS/REGISTRATION

U.S. Green Building Council, LEED Accredited Professional (BD+C), 2014

PROFESSIONAL AFFILIATIONS

Air & Waste Management Association

U.S. Green Building Council, Los Angeles Chapter, LEED AP BD+C

Relevant Experience

Huntington Memorial Hospital Master Development Plan Amendment.

Technical Lead. Alan served as the technical lead and task manager for the air quality and GHG analyses for the Master Development Plan Amendment, which refines the existing 20-year planning framework for the Hospital and allows for future development, modernization, and renovation of the Hospital campus. The project proposes a reconfiguration of the Master Plan boundaries, additions to existing buildings including a major new inpatient wing, totaling approximately 215,000 square feet, demolition of existing buildings totaling approximately 240,000 square feet, and various

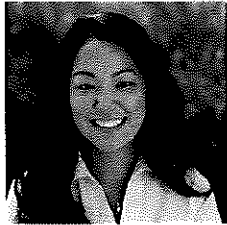
renovations and upgrades, to be carried out in phases over the next 20 years. Key environmental issues include traffic and circulation, aesthetics, air quality, noise, and GHGs.

ASCON Landfill Site CEQA Project, Huntington Beach, CA. *Senior Technical Lead.*

Alan served as a technical lead for air quality, GHGs, and hazardous material assessments for the ASCON Landfill Site CEQA Project EIR to address the Remedial Action Plan for the 38-acre ASCON former hazardous landfill site in Huntington Beach, California. The project involved a suite of Responsible Parties, the DTSC, and PCR to analyze the impacts of the proposed remedial activities. Thousands of data points were considered in the analysis. Alan provided key support for the comprehensive Health Risk Assessment (HRA) and AQIA quantifying the incremental increase in risk for carcinogenic and non-carcinogenic health impacts off-site from predicted exposure to Contaminants of Potential Concern (COPCs) (metals, volatile, and semi-volatile compounds) and DPM from exhaust. The HRA evaluated two clean-up options, which became key decision points in selection of the Preferred Remedy.

Maile Tanaka

Principal Biologist



EDUCATION

MS, Environmental Science & Management, UC Santa Barbara

BS, Organismic Biology, Ecology & Evolution, UC Los Angeles

20 YEARS' EXPERIENCE

SPECIALIZED TRAINING

Rattlesnake Handling and Relocation Training, 2020

Introduction to Plant Identification & Ecology, UCR Extension, 2018

Snowy Plover Survey Training, Sea & Sage Audubon Society, 2015

Helicopter Flight/Safety Training, Burns & McDonnell, 2015

Desert Tortoise Council Annual Symposium, 2014

Southwestern Willow Flycatcher Survey Training Workshop, Southern Sierra Research Station, 2013

Maile Tanaka has 20 years of experience in the field of consulting biology. She is a skilled project manager possessing the technical expertise, on-the-ground field experience, and talent for detailed organization and effective communication necessary for a successful leader. Her professional experience includes general biological assessments, focused surveys for special-status species, jurisdictional delineations, mitigation monitoring, and construction monitoring throughout Southern California. Maile has extensive experience in preparing technical biological resources assessments and Biological Resources sections for environmental documents in accordance with CEQA guidelines, compliance reporting to satisfy permit requirements, as well as reports addressing compatibility with the Orange County Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). She has prepared permit applications and compliance documents for regulatory agencies (i.e., U.S. Army Corps of Engineers [USACE], U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Wildlife [CDFW], and Regional Water Quality Control Board [RWQCB]).

Relevant Experience

Orange County Public Works, Talbert Marsh Living Shoreline, Huntington Beach, CA. Project Manager. This habitat enhancement and erosion protection project consisted of replacing an existing failing rip-rap slope with new rip-rap and the installation of a living shoreline of native intertidal marsh plants along the northeastern bank of Talbert Marsh. Maile coordinated with subconsultants GeoEngineers and Merkel and Associates, Inc. to conduct marine eelgrass and *Caulerpa* pre-construction surveys and coordinated with biologists to conduct pre-construction special-status plant and nesting bird surveys and biological monitoring for implementation of a riprap replacement and living shoreline restoration project. The project was successfully completed in December of 2024.

Orange County Public Works, Santiago Creek Tree Survey. Orange County, CA. Project Manager. Maile coordinated with ESA arborists to conduct a tree inventory for an approximately 1-mile reach of Santiago Creek between the Santa Ana River and Interstate 5. The scope of services included a preliminary meeting with the OC Survey team, who conducted a drone aerial survey to map the trees, as well as a tree inventory conducted by ESA arborists to map existing trees within the survey area. The arborists assessed each accessible tree specimen from its base and recorded pertinent data, including the species and physical characteristics, such as height, trunk diameter, canopy spread in eight directions health, vigor, balance, and aesthetic condition. ESA presented tree data and results of the inventory in a concise report.



Kyle Garcia, MA, RPA

Principal Archaeologist



Kyle Garcia has over 20 years of experience in the archaeology and prehistory of southern California, with a specialization in faunal analysis. During his career, he has authored or contributed to more than 800 projects subject to the requirements of CEQA, NEPA, and regulations implementing Section 106 of the National Historic Preservation Act. He is well-versed in the archaeological resources of California’s coastal, interior, and island settings. He is skilled in evaluation historic and prehistoric archaeological resources; agency and Native American consultation; pedestrian surveys, testing and evaluation excavations as well as archaeological and paleontological construction monitoring, and laboratory processing. During his tenure, he has authored or contributed to more than 400 technical reports and sections to support all levels of CEQA and NEPA documents. Kyle’s portfolio of projects includes energy, water, and transportation infrastructure as well as residential, commercial, mixed-use, institutional, and urban redevelopment serving public and private sector clients. Kyle has conducted archaeological work throughout California and is a certified archaeologist and paleontologist in Riverside and Orange counties.

EDUCATION

MA, Anthropology
(Archaeology Option),
California State
University Los Angeles

BA, Anthropology,
(Physical/ Biological
Emphasis), University
of California, Santa
Barbara

20 YEARS’ EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Registered Professional
Archaeologist, #4587

Secretary of Interior-
Qualified Archaeologist

Riverside County
Registered
Archaeologist #202 and
Paleontologist

Orange County
Certified Archaeologist

Orange County
Certified Paleontologist

40-Hour HAZWOPER
Training – Update, 2020

PROFESSIONAL AFFILIATIONS

Society for American
Archaeology

Society for California
Archaeology

Pacific Coast
Archaeological Society

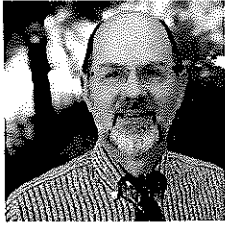
Relevant Experience

Groundwater Replenishment System (GWRS) Final Expansion Project, Orange County, CA. *Cultural/Archaeological and Paleontological Task Lead and Manager.* Under contract to Orange County Water District (OCWD), Kyle managed archaeological and paleontological construction monitoring services during construction of the OCWD’s GWRS Final Expansion Project and Orange County Sanitation District’s (OCSD) Headworks Modification Project (P2-122) located on Plant 1 and 2 in Fountain Valley and Huntington Beach, California. ESA also provided pre-construction Worker’s Environmental Awareness Trainings to OCWD and OC SAN staff and their contractors. ESA worked alongside tribal monitors from the Kizh Nation – Gabrielino Band of Mission Indians for the duration of the project.

SCE Point Conception Power Pole Replacement Project, Santa Barbara County, CA. *Project Manager.* ESA was retained by Southern California Edison Company to conduct archaeological construction monitoring services of their Point Conception Power Pole Replacement project in Santa Barbara County, California. The Project entailed the replacement of 22 deteriorated power poles. Kyle managed and conducted archaeological monitoring services of all ground-disturbing activities. The monitoring services were used to identify and evaluate archeological resources encountered pursuant to compliance with the CEQA and the County’s General Guidelines. No archaeological resources were encountered during the monitoring services.

Michael Burns, CHG, CEG, PG, QSD

Principal Geologist



EDUCATION

BS, Geology, San José State University, 1980

30+ YEARS' EXPERIENCE

CERTIFICATIONS/ REGISTRATION

Certified Hydrogeologist (CHG), No.280, CA, 1995

Certified Engineering Geologist (CEG), No.1846, CA, 1993

Professional Geologist (PG), No.4532, CA, 1989

Qualified SWPPP Developer (QSD) #PG4532

PROFESSIONAL AFFILIATIONS

Bay Planning Coalition, Dredging and Beneficial Reuse Committee

Michael Burns is a highly skilled and effective project manager and technical analyst with more than 30 years of experience in the environmental and geological sciences. He provides expert services in CEQA and NEPA planning and permitting, site characterization, water quality investigations, remedial investigation/feasibility studies (RI/FS), waste management, litigation support, property assessments, development and redevelopment, soil and groundwater remediation, and groundwater banking. His projects include municipal and regional water supply, industrial and manufacturing facilities, general plan updates, airports, levees, landfills, refineries, research and development facilities, hazardous waste management, vineyards, and commercial properties.

Relevant Experience

Syphon Reservoir Improvement Project, Orange County, CA.

Hydrogeologist and Hazardous Materials Analyst. Michael provided senior-level technical consultation and analysis for geology, seismicity, groundwater hydrology and water quality, and hazardous materials. The project will increase the capacity and replace the existing engineered dam with a new and larger engineered dam. It will allow the storage of additional recycled water produced at the Michelson WRP during periods of low demand for use during periods of high demand. Key issues included the location in a seismically active region, the increased size of the dam and reservoir area, and the increase in the downstream flooding area in the event of a dam failure.

Culver Crossings, Environmental Impact Report, Culver City and City of Los Angeles, CA.

Geology, Hazardous Materials, and Hydrogeology Analyst.

Michael analyzed geology, seismicity, hazardous materials, hydrology, and water quality impacts. This redevelopment project constructed office buildings and underground parking on property that straddles the Cities of Los Angeles and Culver City. Key issues included evaluating residual soil and groundwater contamination from previous onsite and offsite uses and developing mitigation to address the residual contamination and evaluating the proposed design features to manage stormwater runoff and ensure that stormwater is captured and treated to prevent impacts to offsite waterways and the capacity of the municipal stormwater system.

Los Cerritos Wetlands Restoration and Oil Well Consolidation Project, Long Beach, CA.

Hazardous Materials, Geologic Resources, and Utilities Analyst. Michael provided input for the project description, peer review of technical reports, analysis for hazards and hazardous materials, geologic, seismic, and utilities resources for the Programmatic Environmental Impact Report. Key issues include the destruction and relocation of oil and natural gas wells such that the former production field can successfully function as wetland habitat.

Attachment 2

Organizational Chart





MANAGEMENT TEAM



Project Director
Terri Avila



Project Manager
Brian Allee



Deputy Project Manager
Annie Cadiz

KEY TECHNICAL SUPPORT

AIR QUALITY, GREENHOUSE GASES, ENERGY AND NOISE

Alan Sako, LEED AP BD+C

Elbert Hsiung

Abdul Khan

Tim Witwer

BIOLOGICAL RESOURCES

Maile Tanaka

Amanda French

Jaclyn Catino-Davenport

Douglas Gordon-Blackwood

Brandon Mukogawa

COASTAL RESOURCES/ ENGINEERING AND SEA LEVEL RISE

Nick Garrity, PE

Shannon Fiala

CULTURAL RESOURCES/ PALEONTOLOGY

Kyle Garcia, RPA

Fatima Clark

James Clark

Russell Shapiro

GEOLOGY, HAZARDOUS MATERIALS, STORMWATER, HYDROLOGY AND WATER QUALITY

Michael Burns, CHG, CEG, PG, QSD

Justin Ngyuen

GIS

Jason Nielsen

Chance Scott

HISTORICAL RESOURCES

Alison Garcia Keller

TRANSPORTATION

Steven J. Brown*

* Subconsultant

Bold Text - Technical Leads

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B

SECTION E

Fee Schedule

Our proposed fees are provided on a time-and-materials basis using our 2026 standard hourly rates, with a standard annual escalation of 4 percent.

Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

ESA 2026 Hourly Rates by Staff Member

STAFF NAME	LABOR CATEGORY	RATE
Management Team		
Terri Avila	Senior Principal Consultant 4	\$347
Brian Allee	Managing Consultant 4	\$277
Annie Cadiz	Senior Consultant 4	\$234
Technical Leads		
Kyle Garcia, RPA (Cultural Resources/Paleontology)	Principal Consultant 3	\$282
Alan Sako, LEED AP BD+C (Air Quality, Greenhouse Gases, Energy and Noise)	Principal Consultant 3	\$282
Nick Garrity, PE (Coastal Resources/Engineering and Sea Level Rise)	Principal Consultant 3	\$282
Michael Burns, CHG, CEG, PG, QSD (Geology, Hazardous Materials, Stormwater, Hydrology and Water Quality)	Principal Consultant 3	\$282
Maile Tanaka (Biological Resources)	Managing Consultant 3	\$253
Support Team		
Fatima Clark (Cultural Resources/Paleontology)	Managing Consultant 3	\$253
James Clark (Cultural Resources/Paleontology)	Principal Consultant 3	\$282
Russell Shapiro (Paleontology)	Senior Consultant 6	\$279
Eibert Hsiung (Air Quality, Greenhouse Gases, Energy and Noise)	Senior Consultant 4	\$234
Abdul Khan (Air Quality, Greenhouse Gases, Energy and Noise)	Associate Consultant 3	\$184
Support Team		
Tim Witwer (Noise)	Senior Consultant 4	\$234
Amanda French (Biological Resources)	Senior Consultant 2	\$189
Jaclyn Catino-Davenport (Biological Resources)	Managing Consultant 3	\$253
Douglas Gordon-Blackwood (Biological Resources)	Managing Consultant 3	\$253
Brandon Mukogawa (Biological Resources)	Consultant 4	\$160
Shannon Fiala (Coastal Resources)	Managing Consultant 4	\$277
Justin Nguyen (Geology, Hazardous Materials, Stormwater, Hydrology and Water Quality)	Consultant 6	\$188
Alison Garcia Keller (Historical Resources)	Managing Consultant 3	\$253
Jason Nielsen (GIS)	Principal Consultant 2	\$253
Chance Scott (GIS)	Associate Consultant 2	\$170

ESA 2026 Hourly Rates by Labor Category

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$261	\$288	\$317	\$347	\$379	\$409

Principal Consultant	\$222	\$253	\$282	\$311	\$341	\$370
Managing Consultant	\$205	\$228	\$253	\$277	\$301	\$324
Senior Consultant	\$171	\$189	\$212	\$234	\$257	\$279
Associate Consultant	\$154	\$170	\$184	\$198	\$213	\$228
Consultant	\$116	\$130	\$144	\$160	\$173	\$188
Project Technician	\$86	\$109	\$131	\$150	\$170	\$194

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

ESA Expenses

A. Travel Expenses

1. Transportation

- a. Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
- b. Common carrier or car rental – actual expense multiplied by 1.15
- c. If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.

2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Technology and Data Management Fee

Starting January 2023, ESA implemented a 3% Technology and Data Management fee on all applicable contracts, excluding charges related to equipment rentals, reimbursable expenses, and subcontractor fees. This fee plays a pivotal role in mitigating an array of technology and data management expenditures incurred by ESA to ensure the delivery of the comprehensive and high-quality services our clients expect. These expenses include, but are not limited to:

- **Long-Term Data Retention and Security Administration:** Covering the expenses associated with administering the protection of client data and assets throughout and beyond the contractual period.
- **Development and Maintenance of Internal ESA Software Tools:** Accounting for the ongoing investments required to create and maintain tools integral to our client engagements.
- **Data Privacy and Security Maintenance:** Encompassing the costs involved in maintaining data privacy and security, including regular security audits to uphold the highest standards.

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Block Net	30		
PIT Tagging Kit	25		
Underwater Light Meter		500	
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Sand Transport Station			460
Wind Monitoring Station			1540
Personal Protective Equipment (PPE)	25		
Photo and Video Production Equipment:			
Mirrorless Camera + Lens + SD Card	220	550	2000
Tripod + Camera Case	50	175	500
Lighting Equipment	20	75	250
Shotgun Microphone Kit	15	50	180
2 Person Microphone Kit	10	25	85
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	80		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	175	600	
Sidescan Sonar	200		
Sound Velocity Profiler	75		
1m GNSS Data Collection System	90	425	1,700
Sub-meter GNSS Data Collection System	120		
Sub-foot Data Collection System	245		
Garmin GPS or equivalent	45		
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
ADCP Riverboard	700		
Radar Wave Sensor with Logger Box	150	300	1000
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Remote Monitoring Logger Box		75	250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helly-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
Boats:			
Small Watercraft	\$ 100	\$ 400	
15'-17' Boat	375	1,500	
18'-21' Boat	450	2,000	
22'-25' Boat	550	2,250	
Houseboat Floating Laboratory		4,500	

^a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles

Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

- **Advanced Technology-Related Costs:** Addressing the escalating expenses associated with subscriptions for cutting-edge technical software, licenses, and cloud data services.

This fee structure enables ESA to uphold its commitment to providing clients with top-tier services while managing the ever-evolving demands of technology and data management in the work that we do.

C. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600

*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.

D. Printing/ Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

E. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 115 ^a	\$ 550 ^a	
Vehicles – 4x4 /Truck (light duty)	175 ^a		
Vehicles – 4x4 /Truck (heavy duty)	200 ^a		
Vehicles – ATV	175		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofischer	350	1,750	



ENVISCI-05

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E6776B IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: All Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: All.Smith@loausa.com
	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: SirlusPoint Specialty Insurance Corporation 16820 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Environmental Science Associates 576 Market Street, Suite 3700 San Francisco, CA 94105	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Cont Liab <input checked="" type="checkbox"/> Serv Interest GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU/BFPD/Cont Liab	X	X	PSB0007416	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Ded \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded \$1,000 Col Ded \$1,000	X	X	PSA0002468	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0004650	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		X	PSW0004136	12/1/2025	12/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			CPPLD000281900	12/1/2025	12/1/2026	Per Claim 10,000,000
B	Ded.: \$50k Per Clm			CPPLD000281900	12/1/2025	12/1/2026	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: City of Huntington Beach Resolution 2008-63

City of Huntington Beach its officers, elected or appointed officials, employees, agents and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. Stop-Gap coverage is included for the State of Washington.

By: MICHAEL J. VIGLIOTTA
 CITY ATTORNEY
 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER	CANCELLATION CITY OF HUNTINGTON BEACH
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T. Kelly Howell

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: Environmental Science Associates
Named Insured: PSA0002468

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
 - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/1/2025

Policy No. PSW0004135

Endorsement No.

Insured

Insurance Company

Environmental Science Associates

RLI Insurance Company

Countersigned By _____