



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Assignment of Professional Services Agreement from InSite Environmental, Inc. to KleinfelderWest, Inc. for Environmental Services Related to the Lodi West 60kV Power Line Project

**MEETING DATE:** June 1, 2011

**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** Approve assignment of Professional Services Agreement from InSite Environmental, Inc. to KleinfelderWest, Inc. for environmental services related to the Lodi West 60kV Power Line Project.

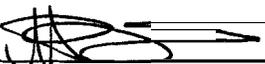
**BACKGROUND INFORMATION:** In August, 2009, the City of Lodi entered into an agreement with InSite Environmental, Inc. for preparation of environmental documents related to the proposed Lodi West 60 kV Power Line Project. As the City Council is aware, this project would extend power from the City to the White Slough property. The majority of the contract has been completed with just public hearings remaining to be finished.

The purpose of the action before the City Council is to grant an assignment of the attached agreement. InSite Environmental, Inc. is selling its business to Kleinfelder West, Inc. We do not expect that this acquisition will impact the completion of the work. As such, we do not have any concerns with having the City Council approve the transfer.

**FISCAL IMPACT:** There is no financial impact to the assignment of the agreement.

  
\_\_\_\_\_  
Konrad Bartlam  
City Manager

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APPROVED:   
\_\_\_\_\_  
Konrad Bartlam, City Manager

# InSite

environmental, inc.

May 10, 2011

City of Lodi  
221 West Pine Street  
Lodi, CA 95241

Attn: Konradt Bartlam, City Manager

Subject: Kleinfelder Acquisition of InSite Environmental, Inc.  
Request to Assign/Transfer Agreements to Successor

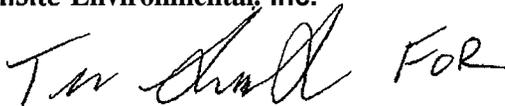
Dear Rad:

Pursuant to our recent telephone and email communications, this letter is to notify you that InSite intends to sell substantially **all** of its assets to Kleinfelder West, Inc., a wholly-owned subsidiary of The Kleinfelder Group, Inc. ("Kleinfelder"). Kleinfelder will become the successor to all of InSite's contracts, projects and agreements (the "Agreements") with the City of Lodi. **As** a requirement of the proposed acquisition, and pursuant to the terms of the Agreements, InSite respectfully requests your approval to transfer InSite's rights and obligations under the Agreements to Kleinfelder West, Inc.

I have attached a form of "consent" and a copy of the Agreement being assigned. Please indicate your consent by signing the attached consent form and returning the signed package to us by mail. **As** we intend to complete the sale before the end of the week, I would appreciate it if you could scan and e-mail the signed consent form as soon as possible.

If you have any questions or comments please don't hesitate to contact me at the address or phone number shown below. On behalf of all of the employees of InSite, we appreciate the working relationship we have enjoyed thus far and look forward to continuing to provide environmental planning and permitting solutions to the City of Lodi as Kleinfelder in the future. Thank you in advance for your timely assistance.

Respectfully submitted,  
**InSite Environmental, Inc.**

Handwritten signature of Charlie Simpson in black ink, with the word "FOR" written to the right of the signature.

Charlie Simpson  
President

Attachments: Consent form and Agreements packages (2)

**CONSENT**

CITY OF LODI ("CLIENT") has been advised by InSite Environmental, Inc. ("Contractor") that Contractor intends to sell substantially all of the Contractor's assets (the "Transaction") to Kleinfelder West, Inc., a wholly-owned subsidiary of The Kleinfelder Group, Inc. (the "Assignee").

City of Lodi and the Contractor are parties to the following contracts, projects and agreements related thereto (the "Agreements"):

Job No: 1553, Lodi West 60 kV Power Line Project  
Preparation of Environmental Impact Report

- Professional Services Agreement, dated August 3, 2009;

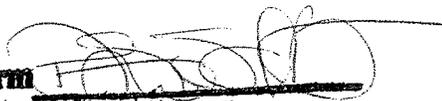
Copies of the subject Agreements and any known amendments, modifications and supplements are attached. Pursuant to the terms of the Agreements, the written consent of CLIENT is required prior to the assignment of the Agreements to the Assignee.

Accordingly, the City of Lodi consents to the assignment by the Contractor of the Agreements, effective as of the closing of the Transaction, to the Assignee. In addition, CLIENT hereby acknowledges that, to the best of its knowledge, (i) the attached are true and complete copy of the Agreement(s) and all known amendments, modifications or supplements thereto (oral or written) and (ii) no other consent or approval by the City of Lodi under any other agreement, instrument, document, arrangement or understanding is required in connection with the Transaction.

**City of Lodi**

By: \_\_\_\_\_  
Name: Konrad Bartlam  
Title: City Manager

Dated: \_\_\_\_\_, 2011

**Approved as to form**   
\_\_\_\_\_  
City Attorney

## AGREEMENT FOR PROFESSIONAL SERVICES

### ARTICLE I PARTIES AND PURPOSE

#### Section 1.1 Parties

THIS AGREEMENT is entered into as of August 3, 2009, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INSITE ENVIRONMENTAL, INC. (hereinafter "CONSULTANT").

#### Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

### ARTICLE'S SCOPE OF SERVICES

#### Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

#### Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANTS contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

### **Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services.

### **Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing, CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement

### **Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1. Compensation**

**CONSULTANT's** Compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A,

**CONSULTANT** shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by **CITY**.

**Section 3.2 Method of Payment**

**CONSULTANT** shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

**Section 3.3 Costs**

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by **CONSULTANT** and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply, Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by **CITY**.

**CONSULTANT** charge rates are attached and incorporated with Exhibit B. The charge rates for **CONSULTANT** shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by **CITY**.

**Section 3.4 Auditing**

**CITY** reserves the right to periodically audit all charges made by **CONSULTANT** to **CITY** for services under this Agreement. Upon request, **CONSULTANT** agrees to furnish **CITY**, or a designated representative, with necessary information and assistance needed to conduct such an audit.

**CONSULTANT** agrees that **CITY** or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. **CONSULTANT** agrees to provide **CITY** or its delegate with any relevant information requested and shall permit **CITY** or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. **CONSULTANT** further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, **CONSULTANT** shall not discriminate in the employment of **its** employees or in the engagement of **any** subconsultants on the basis of race, color, religion, sex, **sexual** orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 Responsibility for Damage**

**CONSULTANT** shall indemnify and **save** harmless the City of **Lodi**, the City Council, elected and appointed Boards, Commissions, all **officers** and employees or agents from any **suits**, claims or **actions** brought by any person or persons for or on account of **any injuries** or damages sustained or arising from the services performed under this Agreement, but **only** to the extent **caused** by the negligent acts, errors or **omissions** of the **CONSULTANT** and except those injuries or **damages** arising out of the active negligence of **CITY** or its agents, officers or employees.

##### **Section 4.3 No Personal Liability**

Neither the **City** Council, nor any other officer or authorized assistant or agent or employee of **CITY** shall be personally responsible for any liability **arising** under this Agreement.

##### **Section 4.4 Responsibility of CITY**

**CITY** shall not be held responsible for the care or protection of any material or **parts** of the work described in the Scope of Services prior to final acceptance by **CITY**, except as expressly provided herein.

##### **Section 4.5 Insurance Requirements for CONSULTANT**

**CONSULTANT** shall take out and maintain during the life of this Agreement, insurance coverage as listed **below**. These insurance policies shall protect **CONSULTANT** and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from **CONSULTANT'S** operations under this Agreement, whether such operations be by **CONSULTANT** or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

**NOTE: CONSULTANT** agrees and stipulates that **any** insurance coverage provided to **CITY** shall provide for a **claims** period following termination of coverage.

A copy of ~~the~~ certificate of insurance with ~~the~~ following endorsements shall be furnished to **CITY**:

(a) Additional Named Insured Endorsement

**Such** insurance as is afforded by **this** policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured's insofar as work performed by the insured under written Agreement with **CITY**. (This endorsement shall be on a form furnished to **CITY** and shall be included with **CONSULTANT'S** policies.)

(b) Primary Insurance Endorsement

**Such** insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. **Any** other insurance *maintained* by the City of Lodi or its officers and employees shall be excess *only* and not contributing ~~with~~ the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**Section 4.7 Time of the Essence**

Time is of the essence in the performance of this Agreement.

**Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior **written consent of CITY**. *Consent to any such transfer shall be at the sole discretion of CITY.*

#### **Section 4.9 Notices**

Any notice required to be **given** by the terms of this Agreement shall be in **writing** signed by an authorized representative of the sender and shall be **deemed** to have been given when the same is personally **served** or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing **if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:**

To CITY:                   **City of Lodi**  
                                  **Blair King, City Manager**  
                                  **221 West Pine Street**  
                                  **P.O. Box 3006**  
                                  **Lodi, CA 95241-1910**

To CONSULTANT: **InSite Environmental, Inc**  
                                  **Charles Simpson, Principal**  
                                  **6653 Embarcadero Drive, Suite Q**  
                                  **Stockton, CA 9521**

#### **Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of **Services**.

#### **Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

#### **Section 4.12 Termination**

CITY or **CONSULTANT may terminate** this Agreement by **giving** the other party at least ten (10) **days** written notice. Where **phases** are anticipated within the **Scope** of Services, at which an intermediate decision **is required** concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, **CONSULTANT shall be** entitled to payment as **set forth** in the attached Exhibit B to the extent that the **work** has been performed. Upon termination, **CONSULTANT shall** immediately suspend all work under this **Agreement** and deliver any documents or work in progress to **CITY**. However, **CITY shall assume no** liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by **CONSULTANT** with third parties in reliance upon this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the *sections* and subsections of this Agreement are for the convenience of the parties hereto only and **shall** not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes **all** prior negotiations, representations, or Agreements, whether written or oral, between the parties; and **may** be amended only be written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any **court** proceeding brought under this Agreement **will** be with the San Joaquin County Superior Court.

**Section 4.17 Attorney's Fees**

In the event any dispute between the **parties** arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who **does** not prevail as determined by the San Joaquin County Superior Court.

**Section 4.18 Contract Terms Prevail**

All *exhibits* and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.19 Authority**

The undersigned **hereby** represent and warrant that they are authorized by the parties they purport to represent to *execute this* Agreement.

**Section 4.20 Ownership of Documents**

All documents, photographs, **reports**, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in **final** form,

which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANTS regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

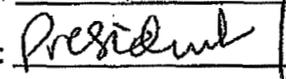
By   
RANDI JOHL  
CITY CLERK

By   
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

By   
D. STEPHEN SCHWABAUER  
CITY ATTORNEY

CONSULTANT

By:   
Its: 

# InSite

environmental, inc.

March 31, 2009

Konradt Bartlam, Interim Director  
Lodi Community Development Department  
City Wall  
221 West Pine Street  
Lodi, CA 95241

**Re:** City of Lodi Electrical Utilities Department "Lodi West 60-kV Power Line Project"

**Dear Mr. Bartlam,**

On behalf of InSite Environmental, I appreciate the opportunity to submit this proposal for preparation of the Environmental Impact Report (EIR) for the Lodi West 60-kV Power Line Project. InSite is very excited about this project; it is located near our offices in north Stockton and presents us with another opportunity to work with the City of Lodi. InSite has in-depth experience in the Lodi-Stockton vicinity, and we also bring to the table substantial experience in the environmental review of electrical transmission lines.

The Lodi West Project would involve the construction of approximately six miles of 69-kV transmission line, approximately half of which would be located on joint poles with PG&E facilities. The proposed transmission line would link the existing NCPA facility at the city's White Slough Facility with the City's Westside substation. The proposed line passes through the influence area of Kingdon Airpark, and the proposed facilities are within the viewshed of several existing homes along the proposed alignment. Although wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County, the proposed transmission line is located in the politically sensitive area separating Lodi and Stockton.

The City of Lodi retained consultants to evaluate the feasibility of the proposed project and to engage in stakeholder meetings with PG&E, agencies and members of the public. In spite of these efforts, and following the evaluation of several alternatives, the proposed project remains potentially controversial. As a result, the City has required the preparation of an EIR before it considers project approval.

InSite Environmental has had extensive experience in the preparation of CEQA documents for electrical expansion activities, including the evaluation of environmental feasibility and environmental impacts of proposed transmission lines. Our projects have included 69-kV, 115-kV and 230-kV lines as well as associated substations, switching equipment and distribution facilities. During the deregulation period, InSite Environmental evaluated several projects for the Modesto Irrigation District (MID), including their recently completed 230-kV intertie between the Westley switching station and MID's Rosemoore substation in west Modesto. Several of our MID projects involved 69-kV and 115-kV transmission lines projects on wood pole systems, including stand-alone and joint-pole

Page 2 of 2  
Konradt Bartlam  
Lodi **West** Power line Project

facilities. In each case, the environmental issues were similar to those associated with the proposed Lodi **West** project, involving **issues** of aesthetic, biological and cultural resource sensitivity.

In addition to these individual project analyses, InSite was also responsible for the preparation of a Program EIR addressing MID's overall electrical expansion program that extended over an approximately 5,500-square **mile area**. The Electrical Expansion Program EIR remains in use by MID staff today as an in-house planning and decision-making tool as well as a means to facilitate environmental review of ongoing electrical expansion projects.

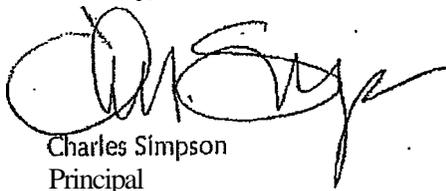
The attached materials constitute **our** response to the RFP, and they respond directly to the RFP's outline of required submittals. Attached for your **review** and consideration are the following:

- Detailed **scope** of work required to prepare and **process** the EIR, including time required to reach the identified **milestones**.
- **Brief** bio sketch of InSite Environmental and **its** two proposed subcontractor firms: Moore Biological Consultants and The Genesis Society.
- Description of InSite Environmental's project experience, including specific experience on **electrical** utility *projects*.
- Schedule and *time* table for project completion.
- Proposed **budget**.

InSite Environmental is **fully** insured and prepared to enter into the City's standard agreement for consulting services, and we are **ready** to begin work immediately. **We** look forward to the opportunity to assist the City of Lodi Community Development and Electrical Utility Departments in the completion of environmental review of the Lodi **West** 60-kV **Power** Line project.

If you have any questions or would like any additional information about our firm or our proposal, **please** do not hesitate to contact me.

Sincerely,



Charles Simpson  
Principal

## ***1.0 PROPOSED SCOPE OF WORK (Revised 4-23-09)***

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The proposed project involves construction and operation of a planned **60** kilovolt (kV) transmission line by the City of Lodi Electrical Utility Department that **would** connect the City's proposed Westside substation with existing Northern California Power Agency (NCPA) facilities at the **City's** White Slough wastewater plant located **west** of I-5. The purpose of the project is to increase the reliability of the City's electrical system by providing a second point of supply; the City system is presently served with power supply from a single PG&E substation located in the unincorporated area. The White Slough facility is not contiguous with the **City** of Lodi but is within the City limits.

The preferred transmission line alignment would be approximately **six** miles in length and would extend **west** along **portions** of State Route 12, a private road, Harney Lane, DeVries Road, Tredway Road, Ray Road, a 4,000 linear foot section of private property, onto City of Lodi property, across I-5 to the White Slough plant. **With** the exception of **the** private land sections, the project would be located within existing highway and road rights-of-way. The project would involve the installation of approximately **77** poles, about **half** of which would be shared with existing PG&E distribution and other overhead facilities under a joint pole agreement; steel poles **may** be used at corners where required.

The City completed an analysis of seven alternative alignments for **the** proposed transmission line in 2007, which recommended the current preferred alignment. **A** 2008 review of **the** previous study, the Preferred Alternative Line Route Study, again recommended the preferred alignment. Nonetheless, the City wishes to carry forward some of the alternatives for consideration in the environmental review of the preferred analysis.

Construction of the proposed transmission line **would** not involve substantial permanent disturbance, and wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County. Nonetheless, the project would require some right-of-way acquisition, and proposed line is located in the politically-sensitive areas close to and separating Lodi and Stockton. The proposed **line** crosses I-5 and **the** approach/takeoff path of Kingdon Airpark, and proposed facilities are within the immediate viewshed of existing residences along **the** alignment. While the City has engaged in stakeholder meetings with Caltrans, PG&E, other agencies and the public, the project is considered potentially controversial, and the **City** has determined that an EIR should be prepared.

InSite Environmental proposes to prepare and **process** the EIR for *the* Lodi West **60** kV Power Line Project on behalf of the City of Lodi Community Development Department and the Lodi Electric Utility. **As** requested in the RFP, InSite **will** assume responsibility for all aspects of EIR processing. InSite has had extensive experience in the preparation of CEQA documents for electrical system improvement projects similar to the proposed project and involving comparable issues, as documented in a subsequent section of this proposal. This section of our proposal sets forth InSite Environmental's proposed Scope of Work. The proposed Scope of Work is comprehensive in that it **addresses** the preparation of the Draft and Final EIRs and the completion of all required elements of the **CEQA** process, including

## InSite Environmental, Inc.

preparation of the Notice of Preparation and other required notices, a Mitigation Monitoring/Reporting Program, and a findings document

### **TASK 1.0: PROJECT MANAGEMENT SERVICES**

#### **Task 1.1: Project Initiation**

Upon notification of selection, InSite will schedule a meeting with City of Lodi staff to finalize the scope of work, budget and schedule for the project. This meeting would be expected to include clarification of the project description and objectives, treatment of alternatives, available information, contact identification, and discussion of potential impacts, mitigation measures and a cumulative impact analysis scenario to be explored in the EIR.

InSite Environmental's involvement in the project will be initiated on receipt of a written Notice to Proceed or a signed contract.

#### **Task 1.2: Project Management Meetings**

InSite Environmental will confer regularly with City staff and others as needed during the preparation of the EIR and related activities to manage workflow and budget issues. These meetings may be face-to-face or by conference call as jointly determined with the City; however, due to InSite's location, regular face-to-face meetings would not present a problem. The Agenda for update meetings would continue to include the project and environmental issues as well as schedule and processing concerns, information needs or other issues.

InSite Environmental will remain available throughout the term of the contract (i.e. until the job is done) to meet with City staff by phone or in person as requested.

#### **Task 3.3: Data Collection**

InSite Environmental will initiate its environmental work by obtaining and reviewing background information on the project and project alternatives as well as general information related to EUD facilities and operations. InSite will review City of Lodi and San Joaquin County planning and policy documents relevant to the project area. InSite will also collect and review agricultural, air quality, biological, geological, soils, aerial photography, and other documentation related to the area and applicable to the project. Specific information to be collected is described in more detail and by subject in Section 4.0.

## **TASK 2.0: SCOPING AND NOTICE OF PREPARATION**

### **Task 2.1: Pre-Project Public Meetings**

In order to address potential landowner concerns pro-actively, and prior to publication of the Notice of Preparation (NOP), the **City** would convene a "by-invitation" Pre-Project Meeting to discuss the project need, purpose and alternatives and to **seek** public input in identifying a preferred route among **the** top three alternate routes. **Public** invitees would consist of property owners adjoining the proposed alignments and any other interested parties identified by the City. InSite Environmental would attend **this** meeting and would participate in presenting the project and in facilitating the discussion, particularly with respect to environmental and planning issues.

it **is** anticipated that some of the selected landowners **may** have concerns that would not be fully addressed at the Pre-Project Meeting. These **issues** may need to be addressed in a "one-on-one" or small group setting. InSite's cost proposal includes a budget for preparation for and participation in up to five of these meetings, assuming they are conducted in the Lodi or Stockton vicinity.

The information gathered **during** the Pre-Project Meetings would be **used** by the **City** to determine the preferred route, which would in turn be identified **in the** NOP. Issues raised in the Pre-Project Meetings will be identified **in a** Memorandum **that** will reflect the issue and qualitatively evaluate the three alternate routes being discussed against the environmental and planning issues being raised. **It should** be noted that technical and/or engineering related issues are to be addressed by others.

#### Optional Approach

An alternative approach that could be considered by the City of Lodi would **be to** conduct public scoping meetings as described **above except** during **the** NOP review period **as** "scoping" meetings. The NOP **would** identify the three alternate routes, either identifying the apparent preferred route (Alternative 7) or indicating that a preferred route would be identified in **the** EIR following **planned scoping** meetings. In either case, the remaining **two** alternative routes would be included in the EIR's alternative analysis. **The** Pre-Project Meetings identified under Task 2.1, above would then be conducted under **Task 2.3**.

Please note that the cost associated with either approach would be the same. It is assumed that the **City** will provide direction **as** to the selected approach **at** the initial project meeting.

### **Task 2.2: Notice of Preparation**

Following project initiation and clarification of the project description, InSite Environmental will prepare an Initial Study for the *project* using **the** City's preferred format or the Environmental Checklist form included in the CEQA Guidelines. With the understanding **that** a full-scope EIR will be prepared, the Initial Study will be **brief**;

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however, issues that can **be** sufficiently addressed and found on the basis of substantial evidence to be **less** than significant **will** be identified in the Initial Study. With the City's concurrence, these **issues** may **not** require further treatment in the EIR.

InSite Environmental **will** prepare a Notice of Preparation (NOP) that incorporates the Initial Study. Based primarily on the Initial Study, the NOP will describe the Project, the project's potentially significant environmental **issues**, and their anticipated treatment in the EIR. InSite Environmental will prepare an administrative draft version of the **NOP** as required by the RFP and submit it to City of Lodi staff for review.

On completion of **staff** review, InSite Environmental will revise, duplicate and mail the IS/NOP to a mailing list defined in conjunction with City staff. The use of hard copies vs. electronic copies and/or posting on the **City's** web site will be discussed and utilized as deemed appropriate **by** staff. InSite will distribute the NOP to the State Clearinghouse. The City of Lodi will **also** be provided with an electronic and reproducible copy of the document.

On the close of the NOP review period, InSite will review and summarize all responses to the NOP in a Scoping Memo to be submitted to **City** staff for review.

### **Task 2.3: Scoping Meetings**

During the NOP notification period, InSite will attend an Agency Scoping Meeting to be conducted **by** the City. In addition, if the City selects the Optional Approach outlined in **Task 2.1**, the Pre-Project Meetings described in that task will be conducted as scoping meetings with adjacent landowners and other invited members of the public during the NOP review process.

The **issues** raised in the NOP and scoping meeting process **will** be considered in the EIR provided they are **addressed** in this Scope of Work. If substantial new issues **are** identified that may require a change in the Scope of **Work**, they will be identified **for** consideration by the City.

## **TASK 3.0: ENVIRONMENTAL IMPACT REPORT**

InSite Environmental will prepare an EIR for the project that complies with all applicable requirements of CEQA. The EIR document will provide **City** of Lodi decision-makers, other responsible agencies, and the public with a comprehensive but concise description of the potentially significant environmental effects of the project, mitigation measures that can reduce or avoid the **effects**, and alternatives to the project.

### **Task 3.1: Project Description**

InSite Environmental will prepare a detailed Project Description based on information provided **by** the EUD and its consultants. **Based** on this information, InSite will prepare a written and graphic description of the project. The Project Description will include the purpose **and** objectives of the project, the location and physical parameters of the project,

the potential' area and/or volume of physical disturbance associated with the project, **permits** and approvals **required**, proposed mitigation plans incorporated into the project, if any, project phasing, financing, and other relevant information.

### **Task 3.2: Administrative Draft EIR**

InSite Environmental would prepare an Administrative Draft EIR (**ADEIR**) for initial review by City of Lodi staff. InSite Environmental would confer with the City regarding its comments on the first draft of the ADEIR; the ADEIR would be revised to reflect the **City's** comments *and* then **resubmitted** for a Second round of review. Comments received on the second round of review would be incorporated into the EIR, which would then be tendered to the **City** as a Screen **Check** EIR, as discussed in the following task. **The ADEIR would be reproduced as specified in the RFP** for both rounds of review.

The scope and content of each of technical chapters of the ADEIR are described in the Section 4.0. **The ADEIR would include the following chapters:**

- 1.0 Introduction
- 2.0 **Summary**
- 3.0 Project Description
- 4.0 Aesthetics
- 5.0 Agriculture
- 6.0 Climate and Air Quality
- 7.0 Biological Resources
- 8.0 Cultural Resources
- 9.0 Geology and Soils
- 10.0 **Hazards and Hazardous Materials**
- 11.0 Hydrology and Water Quality
- 12.0 **Land Use and Planning**
- 13.0 Noise
- 14.0 Population and **Housing**
- 15.0 **Public Services**
- 16.0 Transportation
- 17.0 Utilities and Services
- 18.0 **Global Climate Change**
- 19.0 Alternatives to the **Proposed** Project
- 20.0 Growth-inducing impacts
- 21.0 **Cumulative Impacts**
- 22.0 Significant Irreversible Environmental Changes
- 23.0 Sources
- Appendices

The EIR will include a description of source documents, persons and internet sites consulted in the preparation of the EIR. Technical reports and other data **will** be incorporated into appendices, as required.

**Environmental setting** sections, will **be** compiled for each technical discipline shown above. The scope of study in each discipline would **vary** with the importance and complexity of

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issues. The data collection process will include review of available documents, incorporation of biological and cultural resource subcontractor reports, **site** visits, review of mapping and aerial photography, and *consultation with* agencies that have jurisdiction or substantial interests in the project, project area, or in any public resources affected by the project.

*Potential environmental effects* in each of the listed technical disciplines will be identified on **the** basis of Environmental Setting data and "significancethresholds" defined using the CEQA Guidelines **and** any other applicable state, local **or** other standards. The impact analysis will include any potential direct **impacts** of the project as well as any interactive, cumulative, and indirect effects. The analysis will include preparation of chapters discussing growth-inducing impacts of the proposed project, irreversible environmental changes, and **other** subjects required by CEQA. Potential effects of the project on global climate change and mitigation measures for these effects, **if** required, **will** be addressed,

InSite Environmental *subcontractors* will provide technical analysis in the areas of **Biological** and Cultural Resources. These services will be provided by Moore Biological Consultants, Environmental Visions and The Genesis Society. Fee **proposals** from each of the proposed contractors are shown in the proposed budget. Fees **from** all subcontractors retained by InSite Environmental **will** be subject to a 10% carrying **charge** as described in our current Rate and Charge Schedule.

*Environmental issues that would be addressed* in the EIR are described in Section 4.0. These **issues** will **also** be detailed in the Notice of Preparation. **This** statement of issues is considered preliminary and may need to be amended based on **input** from City staff or agencies commenting on the NOP. Where the EIR identifies potentially significant impacts, InSite Environmental will identify **and** describe feasible *mitigation measures* that could avoid, substantially reduce, or minimize these effects. The description will identify the impact to be mitigated, the nature of the mitigation, and the level to which the environmental impact would be reduced. Any significant residual effect would be identified.

The ADEIR will include **an** analysis of the potential effects of reasonable *alternatives to the* project that could fulfill its objectives while minimizing impacts on the environment, based on the CEQA Guidelines. Alternatives to be addressed would include the No Project Alternative and 2-3 of the routing alternatives previously considered by the City. The alternatives to be addressed would be **discussed with the** City staff at the project initial **meeting**, and subsequently as required. Alternatives analysis would be conducted at a general level consistent with the requirements of CEQA.

The ADEIR **will** include an analysis of *growth-inducing* and *cumulative impacts*. Growth-inducing impacts would include **an analysis** of potential elimination of constraints to growth as a result of providing a more reliable electrical system and expanding the grid to new areas. This analysis and its conclusions will primarily rely on the Lodi General Plan. The cumulative impacts analysis **would** have as its basis a list of comparable projects in the project area, based on contacts **with** the City of Lodi, City of Stockton and the County of San Joaquin. Cumulative impacts **would** be analyzed in each **of** the technical disciplines

addressed in the EIR. Aesthetic and biological issues would receive special attention; other analyses would be general in nature.

**Task 3.3: Screen Check EIR, Draft EIR, Publication and Review**

Following **City** of Lodi *staff* review of the second draft ADEIR, InSite Environmental will make necessary revisions to the EIR and present it to staff as a Screen Check EIR. Following *staff* review of **the** Screen Check EIR, InSite Environmental will make final revisions to the document and reproduce the Draft EIR (DEIR) for public review as required by the RFP. InSite Environmental will prepare a Notice of Availability for publication in the newspaper, prepare a Notice of Completion and deliver copies of the Draft EIR to the State Clearinghouse, and distribute other copies of the EIR to addressees shown on a distribution list to be developed by InSite Environmental in consultation with City *staff*. The City of Lodi will **also be** provided with an electronic and reproducible copy of the document.

**Task 3.4: Final EIR**

Following the public review period, InSite Environmental would prepare an addendum-style Administrative Final EIR (AFEIR) incorporating the Draft EIR by reference and including an errata section identifying any necessary changes to the DEIR, a list of commenters, and **proposed** responses to the substantive comments received on the DEIR. Responses to comments **will** be coordinated with the City of Lodi to **ensure** that all responses **are** consistent with the City's approach. The AFEIR will also include a **revised** version of *the* DEIR summary. The AFEIR will be reproduced and submitted for **City** review as specified in the RFP.

InSite Environmental **will** incorporate *staff* comments on the FEIR into the document and submit a second draft of the AFEIR. Following City review, **the** FEIR would be revised and duplicated as required by the RFP. Copies of *the* FEIR **will be** distributed to commenters a minimum of 10 days ahead of certification. Decision-maker copies, **an** electronic copy and a reproducible copy will **be** delivered to the **City of Lodi** for distribution.

**Task 3.6: CEQA Findings**

InSite Environmental will prepare a draft set of findings of fact meeting the criteria established in CEQA Guidelines Section 15091-3 in a form acceptable to the **City of Lodi**. After review and correction, this document will be reproduced. This document **will be** submitted to City staff for review and incorporation into staff reports or resolutions as appropriate.

### Task 3.6: Mitigation Monitoring Plan

In consultation with City staff, InSite will **prepare** a Mitigation Monitoring Program (MMP) in a format acceptable to the City. The **MMP** will identify the required mitigation measures, the party responsible for implementing the mitigation, and the timing and method of monitoring compliance. This document **will** be submitted to City staff for review. **After** review and correction, this document will be reproduced.

### TASK 4.0: TECHNICAL SCOPE OF WORK

This section provides specific information on the environmental issues **to be** addressed in each technical **chapter** of the Lodi West 60 kV Power Line Project EIR.

#### Task 4.1: Aesthetics

*Environmental Setting.* Characterize existing landscape, including land, transportation, and agricultural development in the project vicinity, in **an** aesthetic context, identifying elements of variety **and** interest including landmarks, open lands, tree stands, drainages, and other features. Identify primary viewer corridors, residential areas, and groups potentially affected by changes **on** the project **site**, and lines of visibility. Identify existing night lighting features and their prominence in local **view** sheds.

#### *Issues Addressed in Impact Analysis*

- Nature and degree of potential landscape change associated with proposed project.
- Description of viewshed change associated with **the** project based **on** available project description information. This would include the addition **of** new poles (where applicable) and conductors.
- Discussion of effects **on** existing viewsheds from representative locations in the project area. The proposed budget includes a line item **for the** creation of visual simulations from **two** representative locations along **the** project alignment. InSite **Environmental** feels this would be of value in both illustrating the potential visual effect of the project and in defending an **EIR** challenge on aesthetic grounds, if necessary. Visual simulations would **be** prepared by InSite Environmental subcontractor Environmental **Vision**.
- **Extent** and location of potential night lighting associated **with the** project, effects **on** night **view** sheds, and any potential light and glare effects.

#### Task 4.2: Agriculture

*Environmental Setting.* Identify, describe, and map existing agricultural uses, **soil** suitability and productivity, and the existence and renewal **status** of Williamson Act designations, **if any** along the project alignment. Identify any potentially-affected existing on-site irrigation **systems** and supply.

*Issues Addressed in Impact Analysis*

- Project impacts on existing agricultural activities along **the** project alignment. Project implications for short-term temporary and long-term agricultural use in terms **of** agricultural productivity, conveniences, and reversible and irreversible consequences.
- Potential conflicts, if any, between proposed electrical lines and agricultural use, including adjoining or nearby agricultural land uses.
- Potential **effects** on agricultural pest control, including aerial application of pesticides, and existing irrigation systems.

**Task 4.3: Climate and Air Quality**

*Environmental Setting.* Existing climate **data**, regional and local meteorology and air quality, consistency with state and federal ambient air quality standards, existing air quality management programs of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the local, state and federal regulatory setting.

*Issues Addressed in Impact Analysis*

The climate and air quality analysis **will** conform to **the** guidance presented in the SJVAPCD's Guide for **Assessing and Mitigating Air Quality Impacts (GAMAQI)** and will consider construction **impact**, long-term ozone precursor emissions, potential toxic air contaminants, hazardous material, and odor impacts. The analysis will consider *the* application of the SJVAPCD's recently adopted Rule 9510 **Indirect Source Rule** to the project.

- Identification of construction emissions and specification of **control** measures per GAMAQI requirements.
- Assessment **of** long-term area and mobile-source ozone precursor emissions.
- Energy *efficiency and* related air quality implications or benefits of alternative **power** supply (also **of** interest with respect **to** global climate change issue).
- Assessment **of** potential odor, **toxic** air contaminant and hazardous material release impacts, as described in GAMAQI.

**Task 4.4: Biological Resources**

*Environmental Setting.* Inventory of biological resources on and along the project alignment including presence/absence of native habitat, wetlands and/or **Waters of** the U.S. and special-status species. Technical consultation would include a review of the California Natural Diversity Data Base (CNDDB) and a field **survey**. Biological inventory work would be performed by Diane Moore of Moore Biological Consultants. Field **work**

will be supplemented, as needed, with literature review, aerial photo interpretation, and agency **consultation**.

*Issues Addressed in Impact Analysis*

- Effects of proposed transmission line construction on the availability and utility of wildlife habitat, wildlife habitat diversity and utilization of any critical wildlife habitats which may be identified on or adjacent to the project site.
- Potential effects on special-status plant species.
- Potential effects on habitat, nesting activity or habitat use **by** special-status wildlife species.
- Potential effects on **Waters of the U.S.** and wetlands, if any
- Impacts on oak trees, including heritage oaks, **if any**.

**Task 4.5: Cultural Resources**

*Environmental Setting.* Describe archaeological or historical resources encountered along the proposed alignment from **a** new cultural resources record **search** and survey to be prepared **by** The Genesis **Society** under subcontract to InSite Environmental.

*Issues Addressed in Impact Analysis*

- Potential **for** direct disturbance of **known** surface and subsurface cultural resources, if any, **as a result** of transmission line construction.
- Potential for indirect disturbance of cultural resources, if any, **as a** result of project construction.
- Potential for avoidance, minimization, or mitigation of impacts through information recovery, site recordation, site protection, open space, **or** other measures **as** appropriate or **as** required **by** CEQA.

**Task 4.6: Geology and Soils**

*Environmental Setting.* Description of regional and local geology topography, faulting, **and** seismicity including any fault displacement, seismic shaking, liquefaction, **or** settlement hazards from available documentation, Description of soil mapping units, soil productivity, soil characteristics (depth, texture, drainage, etc.), limitations (shrink/swell, saturation, etc.) and wind and water erosion potential.

*issues Addressed in impact Analysis*

- Exposure of proposed electrical facilities to seismic, liquefaction, settlement or other geologic hazards.

- Exposure of proposed electrical facilities to soil constraints and construction concerns, if any.
- Potential *effects* on soil erosion, potential discharges, if any, need for erosion control measures. Relationship to City and County storm water quality management programs and criteria.

#### **Task 4.7: Hazards and Hazardous Materials**

*Environmental Setting.* This section **will** identify **and** describe any past releases, contamination and remediation sites, and existing use and generation of hazardous materials and wastes in **the** project vicinity. This information **would** be derived largely from a hazmat database search to be obtained **from** Environmental Data Resources by InSite Environmental. Other potential hazards to or related to the proposed **facilities will** be identified, including highways, railroads, airports and electrical transmission lines.

#### **Issues Addressed in Impact Analysis**

- Potential for exposure of construction personnel and future site users to environmental **risks** associated with previous hazardous materials usage or waste on or near the project site.
- Identification of potential for use *of* **hazardous** materials in construction of the project and controls on such use.
- Potential hazards associated with project operation, including a discussion of health hazards associated **with** electromagnetic fields (EMF).
- **Potential** conflicts between proposed electrical facilities and airspace restrictions at Kingdon Airpark.

#### **Task 4.8: Hydrology and Water Quality**

*Environmental Setting.* Describe existing surface water features in **the** project vicinity including mapped floodplain areas and existing runoff patterns. Discuss the general nature, extent, and quality **of** groundwater resources in **the** project vicinity. Wetlands and water supply issues will be addressed in the Biological Resources and **Public** Services sections, respectively.

#### **Issues Addressed in Impact Analysis**

- Changes in existing drainage patterns, *features* and **runoff** as result of the project.
- Potential construction sediment contributions to waterways and effects on water quality. Application of City and County storm water management requirements to the project, and identification of necessary erosion control measures.

- Potential for floodplain **conflict** based on FEMA mapping.
- Potential effects of project construction on groundwater resources.

**Task 4.9: Land Use and Planning**

*Environmental Setting.* Identify and describe existing and planned land use and circulation patterns in the project vicinity, including **the** Southwest Gateway project. Describe existing land uses on the project alignment and on adjoining lands. Describe applicable designations and provisions of City, **County**, or regional planning documents with relevance to the proposed development.

*Issues Addressed in Impact Analysis*

- Land use change associated with the project and **effects** on adjoining agricultural and rural lands.
- **Consistency** of the project **with** approved urban land uses as well as existing residential, agricultural and other land uses adjacent to the **project** alignment.
- Consistency of the project **with** land use/circulation designations and applicable policy provisions of **the** Lodi General **Plan** and the San Joaquin County General Plan and zoning.
- Consistency of the project with any **other** applicable adopted planning documents.
- Relationship of **the** project to planned or proposed community separators.

**Task 4.10: Noise**

*Environmental Setting.* This section would identify existing Lodi and County General Plan noise standards applicable to the project alignment and identify **the** location of **sensitive receptors** in the vicinity. **Existing** highways and roads, railroads and **any** nearby land uses which may generate noise **would** be identified; existing **and** anticipated future roadway noise would be identified **from** existing sources.

*Issues Addressed in Impact Analysis*

- Potential for construction noise and any controls necessary to minimize noise on sensitive receptors in the vicinity **of the** project.
- The project **is** not expected **to** result in any long-term noise generation. However, this potential will be considered in the EIR.

**Task 4.11: Population and Housing**

*Environmental Setting.* This section **would** briefly document existing population and housing stock for the City of Lodi and San Joaquin County, including **past** and projected **growth**.

*Issues Addressed in Impact Analysis:*

- Identify any potential changes in future population and/or housing stock associated **with** the proposed project. The project is not expected to result in impacts in this issue area, however,

**Task 4.12: Public Services**

*Environmental Setting.* Identify and describe City, County and other service providers in **the project area**; describe existing facilities crossed by or near **the** project alignment. Identify nature and operations of emergency response agencies and any relevant capacity or operational constraints for police and fire protection services, schools and **parks** and recreation facilities.

*Issues Addressed in Impact Analysis*

- Changes in demand for or delivery of **police** or fire protection and potential effects on providers.
- The project is not expected to result in student generation, **school** impacts, effects on parks and recreation demand.

**Task 4.13: Transportation.**

*Environmental Setting.* The EIR will identify **and** describe existing transportation systems in the project vicinity, including 1-5, SR 12 and the County roads crossed and followed by the **project**. The EIR will describe Kingdon Airpark and related air traffic controls, **imaginary** surfaces **and** other operational safety features.

*Issues Addressed in Impact Analysis*

- Project effects on highway traffic operations, **and** on existing and projected focal traffic operations during construction.
- Effects of proposed transmission line on operation of Kingdon Airpark and related air traffic, **based** on analysis of conflicts with defined airport safety areas for the airport
- Effects of **the** project on any other transportation **systems** in the project vicinity.

**Task 4.14: Utilities and Services**

*Environmental Setting.* Identify and describe existing and planned other utility systems located in and **servicing** the project area, including overhead utilities and pipelines. **Discuss** City of Lodi electrical utility, NCPA and applicable inter-agency relationships.

*Issues Addressed in Impact Analysis*

- Potential effects of project construction on *any* existing **or** planned pipelines, communication, power, telephone or other **utility** facilities in **the** project vicinity.
- Beneficial effects on the Lodi Electrical Utility, **system** reliability and transmission capacity.
- Effects of the project on availability of renewable energy supplies, **if any**.
- Potential effects on other utility **system operations** in **the project** area, **if any**.

**Task 4.15 Global Climate Change**

*Environmental Setting.* The EIR **will** include a discussion of **global** climate change **issues** and their relationship to emissions of greenhouse **gases** (GHGs). Ongoing **state** and **local** planning to reduce greenhouse gas emissions **will be** discussed as will **existing** emissions per unit of **power** for power **supply** contributors to the Lodi Electric Utility, including **NCPA**; this information will be obtained from existing sources.

*Issues Addressed in Impact Analysis*

- Construction **emissions of** greenhouse **gases**
- Increases or decreases in greenhouse **gas** emissions associated with **project** operation reflecting potential changes in utility efficiency.

**TASK 5.0 OUTSIDE PRESENTATIONS, PRESENTATION AND STAFF REPORTS TO THE PLANNING COMMISSION AND CITY COUNCIL**

**Task 5.1: Public Meetings, Outside Agencies and Stakeholders**

InSite Environmental staff **will attend** public meetings with outside agencies and/or stakeholders **as** directed by the City of Lodi. A per-meeting cost for meetings in the Stockton-Lodi vicinity is specified in the proposed budget.

**Task 5.2: Public Meetings, Lodi Planning Commission and City Council**

InSite Environmental staff will attend public meetings before the City of Lodi Planning Commission and **City Council** as directed **by** the City. Meeting attendance **will** include preparation **of** necessary background reports and graphics as **well** as preparation **and** delivery **of a** presentation to the decision-making **body**. A total of four meetings, proposed as separate line items, is assumed in **the** proposed budget.

**TASK 6.0: DELIVERABLES**

**Task 6.1: EIR Documentation**

InSite Environmental will **submit** deliverables of EIR-related products **as** specified in the RFP. This **would** include the preparation and delivery of four **(4)** bound, one (1) **master** reproducible copy, and one (1) electronic version to the **City** for each **round of** administrative review **of** the following documents:

- Administrative Notice of Preparation
- Administrative Draft EIR
- Administrative **Final** EIR
- Administrative Findings
- Administrative **MMP**

InSite Environmental reproduce and **distribute** hard copies, (or alternative *media*, if specified) **copies** of the Notice **of** Preparation as directed by the City.

InSite Environmental will prepare 25 **hard** copies (or alternative media, if specified), one (1) **master** reproducible copy, and one (1) electronic version to the City for each of **the** following documents:

- Draft **EIR**
- Final EIR
- MMP**

Proposed findings **shall** be delivered to the City **as** an electronic file for incorporation into staff-developed decision-making documents.

Reproduction and distribution costs **shall** be governed by the established budget limit of 5% of the **gross** bid.

**2.0 INSITE BIOGRAPHY  
AND TEAM BIOGRAPHIES**

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**INSITE ENVIRONMENTAL**

InSite Environmental, Inc. is a **Stockton** firm specializing in environmental planning, environmental documentation and environmental processing under both CEQA and NEPA. The firm uses a strategic approach to environmental compliance that **results** in a high-quality document and a thorough and well-documented process. InSite Environmental has existed in its current form **since** 1997, InSite Principal Charlie Simpson **has** provided environmental *consulting* services in connection with other **business** entities since 1974, and in the Central Valley since 1989.

InSite is experienced **in** all aspects of **CEQA** and NEPA environmental review and documentation, **from** the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. **A key** element of this experience **is** a **strategic** orientation toward the environmental compliance process **that** begins with reconnaissance and agency coordination; **then** proceeds step-wise through project planning, documentation, negotiation and monitoring, **as** needed. InSite **is** very familiar with all aspects of public involvement and has successfully defended its **work, on appeal** and in litigation. InSite draws from a team **of** hand-selected subcontractor specialists to assemble specific project teams.

InSite Environmental's generalist **staff is supported by** a **range** of qualified technical subcontractors, each **with** substantial experience *in* the environmental processing of projects, including projects **with** federal funding and/or state agency involvement. Principal technical input is ordinarily required in the cultural and biology disciplines. These subcontractor **services will** be provided to InSite for the Lodi **West** Project **by** Environmental **Vision**, The Genesis **Society** and Moore Biological Consultants. **A** brief biography of each subcontractor **follows**.

InSite Environmental maintains over 3,000 **square** feet of office space in Stockton. InSite is organized for the coordination and production of environmental documents. With its **full-time** staff of seven, InSite is ordinarily involved in **2-3** major projects and **numerous** lesser projects **at** any point in time. Word processing, digital graphics and document reproduction functions are accomplished in-house, and products are coordinated **and** developed over the office network. InSite Environmental makes **wide** use of the communication and information resources of the Internet.

InSite is committed to providing products, strategy, process, and ideas of *the* highest quality. **The** firm has maintained an excellent record of on-time performance, on large as well **as** small projects, and its record of thorough, even-handed work for **both** private and **public interests** has **earned** it an excellent reputation **with** both.

InSite Principal Charlie Simpson would have primary responsibility for the preparation of the environmental documents. Mr. Simpson's expertise **is** in management and preparation of multi-disciplinary environmental impact analysis documents under CEQA and NEPA,

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His project experience includes energy, alternative energy and industrial facilities, water resources, telecommunications, urban commercial and residential development, transportation plans **and** improvements, liquids and power transportation. Mr. Simpson **has** had comprehensive management responsibility for more than 100 EIRs, EISs, and equivalent documents, including a full range of EIR variants such as Supplemental, Subsequent, Master, Program and **Focused** EIRs. Mr. Simpson **was** responsible for the management and coordination of each of the electrical transmission projects identified in this statement of qualifications.

### **PROPOSED SUBCONTRACTORS**

The InSite Environmental project team **for** the Lodi West **project** would include Moore Biological Consultants, The Genesis Society (Cultural Resources) and Environmental Vision (Visual Simulation). **All** three of these firms have many years of experience in their particular **fields of expertise**. Their quality of **work** and integrity has earned them the respect of their public and private sector clients. These firms are used regularly by InSite Environmental on EIR projects.

#### **Moore Biological**

Diane Moore **has** 23 years experience in the management **of** wildlife, fisheries, and wetland resources including inventory, **impact** assessment, permitting, and preparation of various environmental documents. **Ms.** Moore **has** assessed impacts of proposed development, energy, mining, agricultural, infrastructure, and restoration projects on aquatic and terrestrial resources, wetlands, and threatened and endangered species throughout California. She **has** also participated in several investigative studies for state and federal agencies and formulated **plans** to **optimize** and restore biological resources.

Moore Biological Consultants (MBC) **was** founded in mid-1997, and is now located in Galt. From this location, they provide services to clients in the Central **Valley** and Delta, Sierra Nevada, and Coastal regions of California. Principal Diane S. Moore, **M.S.** has provided consulting services addressing wetlands, endangered species, Fisheries, wildlife **biology**, impact analysis, and permitting throughout California since 1986. MBC is a biology-based firm specializing in compliance with **CEQA**, NEPA, Clean Water Act (CWA), and State and Federal Endangered Species Acts. MBC is a 100% Women Business Enterprise (WBE) and was certified as a **WBE** by East Bay Municipal Utility **District** in 1997 (Vendor No. MOB47500).

MBC is composed of professional scientists with a practical perspective **on** the **need to** balance progress with environmental protection. MBC operates on the basis of honesty **and** full-disclosure in achieving resolution of complex and controversial environmental **issues**. **This** forthright approach has resulted in **the excellent** working relationships with planning, resource, and regulatory agencies. MBC is a regular participant in InSite Environmental project teams.

### **The Genesis Society**

Sean Jensen of The *Genesis Society* has over twenty (20) years experience in cultural resource management involving extensive **field** survey and excavation work, lab and accessioning, and report preparation. Mr. Jensen has been involved in federal, state, and local agency projects distributed throughout California, Oregon, Arizona, Nevada, and Hawaii. Sean Jensen is an experienced California archaeologist with extensive first-hand experience throughout the State, and has completed several **hundred** projects.

The Genesis Society under the administration of Sean M. Jensen is intimately familiar with the cultural resource process and requirements such as evaluation of potential effects to historic and archaeological resources which may be located within a **proposed** undertaking's "Area of Potential Effect" (APE) **which** is required by Section 106 of the National Historic Preservation Act and the implementing regulations (36 CFR Part 800), and **CEQA**. All **drafting** and report production equipment items **are** owned outright, including primary office as well as laboratory and storage space in Paradise, California. Genesis Society also maintains appropriate four-wheel drive vehicles for undertaking field survey and excavation projects, thus ensuring prompt response to varying **project** requirements. The Genesis **Society** is a regular participant in InSite Environmental project teams.

### **Environmental Vision**

Marsha Gale has over 28 years of professional experience in the fields of environmental planning and design. Her particular expertise in aesthetic design and simulation techniques includes extensive **visual** impact **assessment** experience for **urban** development and land planning projects. Ms Gale has completed a wide variety of CEQA studies for projects located throughout northern California. She serves as principal-in-charge for visual and aesthetic design studies that include accurate and highly realistic computer-generated simulations.

Environmental Vision provides **specialized** planning and design consulting services which address the aesthetics and public perception of environmentally sensitive projects. The **firm** has extensive experience in preparing visual studies for a variety of **projects** located within sensitive and scenic **viewsheds**. Environmental Vision staff's in-depth **CEQA** and **NEPA** expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation including the Federal Energy, Regulatory Commission, the California Public Utility Commission, the U.S. Bureau of Land Management and the U.S. Forest Service.

Environmental **Vision** has completed visual and urban design **studies** for a variety of projects including complex and controversial urban developments and public infrastructure improvements. Project experience includes visual resource and simulation studies for the Community Power Generation project in Fresno County, the Water Re-Use Facility in Benicia, the Central Valley Energy Center in San Joaquin County, the Hunters Point Dismantlement **Project** in San Francisco, the Alameda Point Redevelopment projects in Alameda, the Mare Island Dredge Disposal EIR/EIS in Vallejo, the EBMUD Lamorinda

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Water **System Improvements in Alameda** and Contra **Costa**, the historic **Hearst Memorial Mining Building** and **Goldman Public Policy School Expansion** projects on the **UC Berkeley** campus, the **De La Salle Institute** in Napa, and **the Pixar** and the **South Bayfront** developments in Emeryville. Additional **experience** includes major urban development projects in **Oakland** such as the **Jack London Square** and **the Oak to Ninth Mixed Use** project and **Kaiser Medical Center Master Plan**,

### ***3.0 RELEVANT PRIOR PROJECTS AND EXPERIENCE***

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. In addition to the preparation of documents, InSite is familiar with and regularly takes responsibility for all aspects of CEQA processing as well as **public** involvement programs.

InSite Environmental has cultivated a diversity of project experience and, with it, familiarity with **new** and changing circumstances. The firm has **successfully** addressed **issues** associated with utility **systems**, communication systems, major residential, commercial, industrial, mining, recreation/resort, energy, water, and transportation, including downtown redevelopment and renewal projects. Geographically, InSite's projects are distributed throughout **the** north state in a **variety** of urban, rural, and wildland settings.

InSite Environmental has extensive experience in the Lodi-Stockton, including the preparation of EIRs for major development projects throughout north Stockton. **As a result**, InSite has gained extensive knowledge of *the* resources of the project area.

InSite Environmental **brings** to **the** Lodi **West** project extensive experience in *the* preparation of environmental documentation related to electrical utility and transmission line **project** development. **Much** of InSite's electrical utility experience **was** obtained during *an* approximately 10-year engagement with the Modesto Irrigation District (**MID**). This time period coincided with utility deregulation, and **MID** pursued a variety of electrical **system** expansion projects that ultimately extended over **an** eight-county area. **These** projects included several **69- and 115-kV** transmission lines on wood pole systems, and some of **these** projects **were** located within areas already served by PG&E. **A** sampling of projects completed for MID during this period and other energy projects is provided below.

#### **MID Intertie Project Feasibility Study**

In order **to** meet the growing electrical needs *of its* **existing** and future customers, the Modesto Irrigation **District** T&D Division proposed *the* construction of a new intertie connecting its existing Westley switching station near I-5 with its expanded Rosemoore substation at the western edge of Modesto. The project **would involve** a 15 to 20-mile, 230 kilovolt (kV) transmission line on steel poles. The proposed *intertie* involved crossings of **west Stanislaus County** as well **as** the San Joaquin and Tuolumne rivers. Several potential corridors and corridor segments were evaluated for this approximately \$17 million project.

InSite Environmental **was** retained **by** MID to prepare an environmental **feasibility** evaluation of the intertie project and to identify a preferred corridor. The feasibility study considered 1) potential environmental constraints for siting of switching and substation improvements, 2) potential environmental constraints along each alternative corridor segment, 3) recommendations for selection **of** the "preferred" corridor, and 4) further environmental processing needs for the project. The feasibility study was accepted by **the**

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Board of Directors, and formed a basis for further project planning and environmental review.

### **SSJID Solar Photovoltaic Array**

The South Sari Joaquin Irrigation District (SSJID) proposed the installation of an 11,040-panel solar photovoltaic array on approximately 12-acres of vacant land adjacent to its South County Surface Water Supply Project Water Treatment Plant on Dodds Road in northern Stanislaus County. The 1.6-megawatt array would provide a primary source of power to the District's water treatment facility. The solar panels would be installed on steel support structures together with solar tracking mechanisms, power conversion facilities, electrical feed and control systems. InSite Environmental was retained to prepare CEQA environmental documentation for SSJID as lead agency, which was tiered in part to the District's EIR prepared for the water treatment facility. An Initial Study/Mitigated Negative Declaration was prepared and ultimately adopted by the SSJID Board of Directors prior to approving the project.

### **Electrical Expansion Program, Program EIR (MID)**

In 1999, the Modesto Irrigation District Transmission and Distribution (T&D) Division outlined an electrical expansion program that would utilize the District's existing electrical supply assets and the opportunities available in the deregulated market. The proposed expansion program involved an approximately 5,500 square mile Program Area encompassing portions of eight counties, including San Joaquin. Expansion activities would include development of new supply taps from existing regional transmission lines, new sub-regional transmission lines, new substations and distribution systems. Transmission and distribution improvements would be constructed new development as well as to provide alternative service in areas with existing electrical service.

InSite Environmental, Inc. was retained by MID to prepare a program EIR on the proposed expansion program. Besides providing programmatic CEQA coverage for the expansion program as a whole, the Electrical Expansion Program EIR (PEIR) was designed to provide a planning tool for MID engineers and a means for simplifying CEQA review of individual electrical expansion projects. The PEIR has proved to be very successful in minimizing environmental effects and as a tiering tool to help reduce CEQA review requirements. After five years of use, InSite Environmental was retained to review, evaluate, update and improve the utility of the PEIR, which remains in use (2009).

### **Kiernan Substation IS/ND (MID)**

Modesto Irrigation District proposed to construct a new 69 kV transmission line, distribution lines and a new substation on Kiernan Avenue in Stanislaus County to provide power for anticipated urban development north of the City of Modesto. The proposed transmission line would tap into an existing MID 69 kV transmission line located along Bangs Avenue; the proposed double circuit would extend north approximately XX miles from the existing line to the substation, providing additional reliability for the proposed service area. The project also included new underbuilt 12kV distribution circuits along the transmission alignment as well as reinforcement (reconductor'ing) of existing distribution lines along Kiernan and Dale Roads. InSite Environmental was retained by MID to prepare the CEQA documentation for this project, which resulted in an IS/MND.

**Claribel/Minnear Substation IS/ND and Addendum (MID)**

In 2003, the Modesto Irrigation District proposed construction of transmission lines, distribution lines and two substations that would serve urbanizing areas between the cities of Modesto and Riverbank in Stanislaus County. The project included the construction of four miles of transmission lines along Claribel, Roselle and, potentially, Coffee Roads with two substations to be located near the intersections of Claribel Road with Roselle Avenue and Coffee Road.

InSite Environmental was retained to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the original project; IS/MND work included both cultural resource and biological field surveys as well as analysis of the range of subjects considered in CEQA documents. Subsequent to design changes, an addendum to the IS/MND was prepared in 2004. Relocation of one of the substations was addressed in a subsequent addendum. Both addenda were prepared by InSite Environmental.

**Four Cities System Acquisition IS/ND (MID)**

Modesto Irrigation District proposed the acquisition of approximately 800 miles of the PG&E electric transmission and distribution system in eastern San Joaquin and Stanislaus counties, including the cities of Ripon, Escalon, Oakdale and Riverbank. The proposed project involved severance of these existing portions of the PG&E system and construction of new MID transmission lines and substation equipment to feed the existing distribution infrastructure. A total of 49 miles of transmission line construction and reconductoring were required. Simpson Moore (InSite Environmental predecessor) prepared the IS/MND for the project, which was adopted before the project was ultimately abandoned. The Initial Study focused on potential impacts of new transmission and distribution development on biological resources, cultural resources and aesthetics within the proposed acquisition area.

**Ripon-Escalon Electrical Expansion (MID)**

Modesto Irrigation District proposed the extension of electrical service to the cities of Ripon and Escalon in San Joaquin County during the deregulation period. Both projects involved several miles of new 69/115 kV double-circuit transmission line, a substation and several miles of heavy-duty backbone distribution circuits within each community. Simpson Moore (InSite Environmental predecessor) was retained to prepare IS/MNDs for these projects; the IS/MNDs were focused on potential biological and community aesthetic impacts.

**Ripon-Escalon Reliability and Distribution Project, Initial Study/Negative Declaration (MID)**

Modesto Irrigation District proposed a 69/115 kV transmission line connecting its radial lines serving new customers in the cities of Ripon and Escalon. The approximately 10-mile transmission line, which would connect existing MID substations in each city, would provide additional system reliability. In addition, a distribution circuit was to be located on the same pole system in order to serve potential MID customers along the route. InSite Environmental was retained to prepare an IS/MND for the project; the document was focused on biological, cultural and aesthetic concerns.

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**Mountain House Electrical Transmission System, Expanded Initial Study and Negative Declaration (MID)**

Modesto Irrigation District was **selected** to provide *electrical service* to the new community of Mountain House northwest of Tracy. MID identified several alternatives for **provision** of electrical **service**; the alternatives **involved** several miles of **new** transmission line corridor and alternative *substation sites*. InSite Environmental was retained **to prepare** an **Expanded Initial Study** that would consider the relative impacts of the alternatives, **particularly** with respect to consistency with the Mountain House New Community Master **Plan**, *aesthetic* impacts on **the** master planned community, **and** biological concerns. InSite Environmental prepared the *Initial Study* and a **Negative Declaration** for the **project**.

## **4.0 SCHEDULE AND BUDGET**

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### **PROPOSED SCHEDULE**

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project in a total of nine (9) months extending to mid-January 2010. The proposed timetable is shown on the following page. Achieving the proposed timeline will depend on fairly tight review and turnaround times for administrative review, but we believe that, after discussion with staff during the initiation period, it can be achieved.

### **PROPOSED BUDGET**

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project with a proposed budget of \$137,793.08, based on the Scope of Work as described in Chapter 1.0. The budget includes allowances for all of the line items requested in the proposal and may be adjusted during the initiation period in consultation with staff. A budget detail is shown on the second page following.

**PROPOSED BUDGET  
LODI WEST 60 KV POWER LINE PROJECT**

<b>LABOR</b>	<i>TOTAL</i>	
	<i>HOURS</i>	<i>COST</i>
<b>TASK 1.0 PROJECT MANAGEMENT</b>		
Task 1.1 Project Initiation	14	\$1,900.00
Task 1.2 Project Management Meetings	34	\$5,000.00
Task 1.3 Data Collection	36	\$3,620.00
<b>Total Task 1.0</b>	<b>84</b>	<b>\$10,520.00</b>
<b>TASK 2.0 NOTICE OF PREPARATION</b>		
Task 2.1 Pre-Project Meetings (Invited Public)	23	\$3,650.00
Task 2.2 Notice of Preparation (including Initial Study)	58	\$6,600.00
Task 2.3 Scoping Meeting (Agencies)	8	\$1,090.00
<b>Total Task 2.0</b>	<b>89</b>	<b>\$11,340.00</b>
<b>TASK 3.0 ENVIRONMENTAL IMPACT REPORT</b>		
Task 3.1 Project Description	30	\$3,520.00
Task 3.2 Administrative Draft EIR		
<b>Aesthetics</b>	20	\$2,240.00
Agriculture	22	\$2,410.00
Climate and <b>Air Quality</b>	15	\$1,680.00
<b>Biological Resources</b>	20	\$2,250.00
Cultural Resources	12	\$1,390.00
Geology and <b>Soils</b>	18	\$1,990.00
Hazards and Hazardous Materials	21	\$2,400.00
Hydrology and Water <b>Quality</b>	18	\$2,040.00
Land <b>Use and Planning</b>	28	\$3,210.00
Noise	15	\$1,680.00
Population and Housing	6	\$695.00
Public Services	30	\$3,080.00
Transportation	21	\$2,270.00
<b>Utilities and Services</b>	23	\$2,430.00
<b>Global Climate Change</b>	17	\$2,190.00
Growth Inducing impacts	18	\$2,270.00
Alternatives	48	\$5,620.00
Cumulative Impacts	32	\$3,920.00
Other Requirements	12	\$1,570.00
<i>Subtotal, First Administrative Draft EIR</i>	396	\$45,335.00
<i>Second Administrative Draft EIR</i>	88	\$9,560.00
<i>Total, Task 3.2</i>	484	\$54,895.00
Task 3.3 Screen Check <b>EIR</b> and DEIR Publication	64	\$6,920.00
Task 3.4 Final EIR	96	\$10,800.00
Task 3.5 Findings	32	\$3,320.00
Task 3.6 Mitigation Monitoring Plan	28	\$2,600.00
<b>Total Task 3.0</b>		<b>\$82,055.00</b>
<b>TASK 4.0 TECHNICAL ANALYSIS (included in Task 3.0 Costs)</b>		
<b>TASK 5.0 PRESENTATIONS</b>		
Preparation of <b>Planning</b> and City Council Reports	20	\$2,480.00
Planning Commission <b>Meeting 1</b>	8	\$1,160.00
Planning Commission Meeting 2	8	\$1,160.00

City Council Meeting 1	8	\$1,160.00
City Council Meeting 2	8	\$1,160.00
Other Outside Meeting 1	8	\$1,160.00
Other Outside Meeting 2	8	\$1,160.00
<b>Total Task 5.0</b>		<b>\$9,440.00</b>

**TASK 6.0 DELIVERABLES (5% of gross budget) \$6,561.58**  
 Gross budget is total of Tasks 1, 2, 3, 5 plus expenses and subcontractors

**NON-DELIVERABLE EXPENSES**

Mileage	300	\$181.50
In-House Copies (15¢)	1000	\$150.00
Miscellaneous Purchases (Cost+10%)	\$300	\$330.00
<b>Total Expenses</b>		<b>\$661.50</b>

**SUBCONTRACTORS**

Environmental Vision	\$6,000	\$6,600.00
Moore Biological Consultants	\$3,750	\$4,125.00
The Genesis Society (Cultural)	\$5,900	\$6,490.00
<b>Total Subcontractors</b>		<b>\$17,215.00</b>

**TOTAL PROPOSED COST \$137,793.08**

