

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 30 day of October, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Environmental Science Associates, a California Corporation ("Consultant"), and Sanderson J. Ray Development, a California Corporation ("Applicant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare an Initial Studies/Mitigated Negative Declaration as well as consultation for the Autoplex Project as more fully described as Exhibit "A"; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference. Reference 375 Bristol Street, Costa Mesa, CA (PA-15-30).

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City, in accordance with the California Environmental Quality Act and the City's environmental procedures, and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory, meeting the requirements of the California Environmental Quality Act and the City's environmental procedures;; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty Nine Thousand Dollars Nine Hundred and Ninty Nine Dollars (\$49,999.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on October 31, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed upon expiration of the initial term for one (1) additional year, upon mutual agreement of both parties. The City is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the Chief Executive Officer.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:	IF TO APPLICANT:
ESA Associates, Inc. 550 Kearny Street Suite 800 San Francisco, CA 92614	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	Sanderson J Ray Dev. 2699 White Road Suite 150 Irvine, CA 92614
Tel: (415) 896-5900 Fax: (415) 896-0332 Email: ERuby@Esassoc.com	Tel: (714) 754-5611 Fax: (714) 754-4856 Email: Mel.lee@costamesaca.gov	Tel: (949) 371-9793 Fax: None Email: walkie712@gmail.com
Attn: Eric Ruby	Attn: Mel Lee	Attn: Walkie Ray

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent and willful acts as a result of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Chief Executive Officer

Date: 10/28/15

CONSULTANT

REDACTED

Signature

Date: 10-19-15

ERIC J. RUBY, SENIOR V.P.

Name and Title

REDACTED

Social Security or Taxpayer ID Number

APPLICANT

REDACTED

Signature

Date: 10/23/15

James W. Ruby, Principal

Name and Title

REDACTED

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:
REDACTED

[Redacted Signature]

City Attorney

Date: 10/29/15

APPROVED AS TO INSURANCE:
REDACTED

[Redacted Signature]

Risk Management

Date: 10/23/15

APPROVED AS TO CONTENT:
REDACTED

[Redacted Signature]

Project Manager

Date: 10/23/15

DEPARTMENT HEAD APPROVAL
REDACTED

[Redacted Signature]

Gary Armstrong, Development Services Director

Date: 10-23-15

ATTEST:

REDACTED

[Redacted Signature]



City Clerk and Ex-Officio Clerk of the
City of Costa Mesa

REDACTED

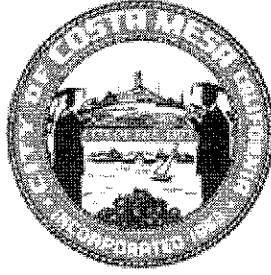
[Redacted Signature]

Interim Finance Director

Date: 10-30-15

Date: 10.26.15

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

Initial Study/Mitigated Negative Declaration

RFP No. 15-031

Development Services Department

CITY OF COSTA MESA

Released on Friday, August 28, 2015

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

REQUEST FOR PROPOSAL (RFP 15-031)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for a Initial Study/Mitigated Negative Declaration. The term is expected to be for one year.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$118 million.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	August 28, 2015
Deadline for Written Questions (4:00 PM)	September 8, 2015
Responses to Questions Posted on Web	September 10, 2015
Proposals are Due (4:00 PM)	September 18, 2015
Approval of Contract	September 2015

*All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for environmental consulting assistance. Sanderson J. Ray Development has submitted a rezone and planning application to the City of Costa Mesa for the following:

- Demolition of an existing 37,883 square foot multi-tenant automotive center named The Autoplex, located at 375 Bristol Street, City of Costa Mesa;
- Development of a two-story, 98,800 square foot, self-storage facility (744 self-storage units total) with 1,200 square feet of ground floor management office (100,000 square feet total) and a freestanding 5,000 square foot multi-tenant food court pad building;
- Rezone of the 3.2 acre site from PDC (Planned Development Commercial) to C2 (General Commercial) to accommodate the proposed project.

The work activity includes preparation of an **Initial Study/ Mitigated Negative Declaration**. The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

It should be noted that the determination for the IS/MND is based on the preliminary traffic study/ trip generation that indicated any significant impact to the nearby intersections can be mitigated to below a level of significance. If the final study and traffic counts do not conclude this assumption or significant impacts related to air quality, traffic, or other environmental impacts are concluded as a result of the Initial Study, an amendment to the contract and Preparation of an Environmental Impact Report will be required.

TECHNICAL STUDIES

Provided by the Applicant Upon Award of the Contract:

- Traffic Study
- Preliminary Grading Plan
- Phase 1 Environmental Site Assessment

Provided by the City:

Background information on other aspects of the environmental review such as cultural and biological resources, land use, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

Provided by the Consultant:

The consultant will be responsible for review and incorporating the appropriate technical data submitted by the applicant and preparation of additional technical studies as

required by California Environmental Quality Act (CEQA) to complete the environmental document. The consultant would be primarily responsible for preparation of all technical studies with the exception of the noted studies to be submitted by the applicant.

Other related work may be required as requested by the City's project manager.

4. TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

Proposals Due	September 18, 2015
Consultant Selection	Late September 2015
Execution of PSA (City Council Approval May Be Req.)	October 2015
Kick-Off Meeting	October 2015
Screen check Draft Due to City for Review	Early November 2015
Draft IS/MND Circulation	November 2015
Response to Comments	December 2015
Public Hearing(s)	December 2015

5. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

6. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit **one original, three (3) hard copies plus one disk/flash drive copy** of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on Friday, September 18, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: Initial Study/Mitigated Negative Declaration

RFP No. 15-031

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Mel Lee, Senior Planner

mel.lee@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, <http://www.costamesaca.gov/Modules/ShowDocument.aspx?documentid=19229>; Proposers should check this web page daily for new information. The City will

endeavor to answer all written questions timely received no later than **September 10, 2015**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1.	Understanding of work to be performed-----	<u>30%</u>
2.	Project approach and scope of work-----	<u>30%</u>
3.	Project team: Technical expertise and experience---	<u>20%</u>
4.	Firm's related experience and references-----	<u>10%</u>
5.	Proposal responsiveness-----	<u>10%</u>
	Total-----	<u>100%</u>

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, **if held**, will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

9. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

11. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

12. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

13. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

14 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

15. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A



REQUEST FOR PROPOSAL

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 15-031

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement:

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not

satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set

forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of

termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
 Fax: _____
 Attn: _____

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: (714) 754-
 Fax: (714) 754-
 Attn: _____

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement

are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

**EXHIBIT B
CONSULTANT'S PROPOSAL**

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE

EXHIBIT F
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No. 15-031 at any time after September 18, 2015.

OR

I certify that Proposer or Proposer's representatives have communicated after September 18, 2015 with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No.15-031. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 15-031

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$

Total Estimated Annual Price	\$
------------------------------	----

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

**EXHIBIT B
CONSULTANT'S PROPOSAL
REFERENCE 375 BRISTOL STREET, COSTA MESA, CA (PA-15-30)**



City of Costa Mesa

Proposal for a Storage Facility/ Food Court IS/MND Project

RFP NO. 15-031



Work That Matters

September 13, 2015



17744 Sky Park Circle
Suite 200
Irvine, CA 92614

www.esassoc.com

213.599.4300 phone
213.599.4301 fax

September 18, 2015

Mel Lee
Senior Planner
City of Costa Mesa
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Re: Request for Proposal for the City of Costa Mesa Storage Facility/Food Court Initial Study/Mitigated Negative Declaration Project

Dear Mr. Lee:

We thank you for the opportunity to submit our proposal for the City of Costa Mesa Storage Facility/Food Court Initial Study/Mitigated Negative Declaration (IS/MND) Project. We understand that the City is seeking an environmental consultant who resolves issues, provides technically-accurate environmental documentation on schedule and within budget, and provides a high level of interaction with City staff during the California Environmental Quality Act (CEQA) process.

Founded over 46 years ago, Environmental Science Associates (ESA) is one of California's largest and oldest environmental consulting firms with a staff of over 380 people. ESA is one of the few firms remaining in the state that is focused solely on environmental services, compliance, implementation, and planning—it's our core business. Because of this, ESA has substantial in-house seasoned professionals uniquely capable of meeting the City's needs for environmental services. Additionally, ESA has a depth of senior technical and CEQA experts to oversee work in all environmental technical disciplines—ensuring well-managed work efforts, quality control, and legally defensible documents.



We understand that the challenges faced by our clients have changed over the years in response to California's evolving economic and environmental landscape. ESA's capabilities have also evolved over the last decade in response to these dynamics, especially in the southern California area. We have grown our staff and capabilities to provide strategic value for our clients. The firm's growth has allowed us to put boots on the ground whenever required by the City.

As we show in our proposal, ESA brings recent and relevant expertise in environmental documents especially, IS/MNDs. We have a seasoned, respected management team and technical specialists that have years of experience working on land development projects. Our proposed team for the City of Costa Mesa IS/MND project will be managed by staff from our Irvine office. To meet the City's need for responsive environmental consulting services for the Storage Facility/Food Court IS/MND, ESA has assembled a team of management and technical professionals who have excellent and long-standing working relationships with our clients.

Michael Houlihan will serve as our Project Director. He has previously been involved with the initial environmental processes of the Lighthouse project and the proposed apartment development project at 2277 Harbor Boulevard. He will manage this project out of the Irvine office. **Arabesque Said-Abdelwahed**, Project Manager, was a primary contributor in the preparation of the Initial Study/Mitigated Negative Declaration for the 36-Unit Live/Work Project at Placentia Avenue and 20th Street. Our team understands that the majority of the City of Costa Mesa is built out and recent development applications are proposing to redevelop properties.

Why ESA? Our team has the reputation, experience, and abilities that differentiate us from other project teams:

- * **Environmental Services.** We focus solely on environmental services. ESA is one of the largest stand-alone environmental firms with our most senior personnel tackling environmental compliance and permitting challenges on a daily basis.
- * **CEQA/NEPA Expertise.** We are industry leaders in providing comprehensive CEQA/NEPA compliance assistance. This expertise assists our clients by providing both in-depth technical ability and strategic advice for designing compliance strategies that are appropriate for the situation.
- * **Technical Depth.** Our team provides the full array of technical expertise, including air quality and climate change services; biological surveys; cultural resources surveys; traffic and noise studies; and compliance monitoring. Our technical experts have the knowledge and experience to provide keen peer reviews of technical studies.
- * **Responsiveness. We expedite projects and get the job done.** Our managers and technical experts understand the specific regulatory processes, funding cycles, and constraints impacting water and other infrastructure project schedules. We are no stranger to strict deadlines without sacrificing quality.
- * **Experience.** Our Project Director, Michael Houlihan, along with our designated Project Manager, Arabesque Abdelwahed have both worked on various projects in the area and within the County.

We understand that in this era of tight budgets, demanding staff workloads, increasing regulation, and sophisticated stakeholder participation and scrutiny, the City of Costa Mesa needs an environmental support team with proven success, maturity, and no learning curve.

Mel Lee
September 18, 2015

We can be that for you. ESA appreciates this opportunity to be considered by the City for environmental and planning support services and is ready to provide the City with our experienced, responsive, and committed senior team. Should you have any questions about our qualifications or scope of work, please call at your earliest convenience. Proposal price will be valid for a period of 180 days.

Sincerely,

REDACTED

Deanna Hansen, Vice President
Director of Southern California
Authorized to sign for ESA

REDACTED

Michael E. Houlihan, AICP
Principal Managing Associate



REQUEST FOR PROPOSAL

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 15-031

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Environmental Science Associates

Contact Person for Agreement: Eric Ruby, Senior Vice President

Corporate Mailing Address: 550 Kearny Street Suite 800

City, State and Zip Code: San Francisco, CA 94108

E-Mail Address: ERuby@esassoc.com

Phone: 415-896-5900 Fax: 415-896-0332

Contact Person for Proposals: Michael Houlihan, AICP

Title: Principal Managing Associate E-Mail Address: MHoulihan@esassoc.com

Business Telephone: 213-599-4300 Business Fax: 213-599-4301

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Molly Adolfson	Sr. Vice President	206-789-9658
Bobbette Biddulph	Sr. Vice President	619-719-4200
Erich Fischer	Sr. Vice President	916-564-4500
Leslie Moulton	Sr. Vice President	213-599-4300
Gary Oates	President	415-896-5900
Julie Sullivan	Vice President	407-403-6300

REDACTED

Federal Tax Identification Number:

City of Costa Mesa Business License Number: None

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No. 15-031 at any time after September 18, 2015.

REDACTED



OR

I certify that Proposer or Proposer's representatives have communicated after September 18, 2015 with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No.15-031. A copy of all such communications is attached to this form for public distribution.



City of Costa Mesa

Proposal for a Storage Facility/ Food Court IS/MIND Project

RFP NO. 15-031

Work That Matters

September 18, 2015

Prepared for:
City of Costa Mesa

Mel Lee, Senior Planner

City Hall
Office of the Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Prepared by:
ESA
17744 Sky Park Circle, Suite 200
Irvine, CA 92614
714.742.5375

P150652.00



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CITY OF COSTA MESA
STORGE FACILITY/FOOD COURT
IS/MND PROJECT

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Appendix A – Resumes

Section 1

Background and Project Summary



Section 1

Background and Project Summary



About ESA

Founded in 1969 by three scientists, ESA quickly became known for its high-quality CEQA documentation and science-based environmental impact analysis. In 1974, ESA made history by producing the first EIR on a work of art—Christo’s Running Fence EIR, now part of an exhibition that is permanently cataloged at the Smithsonian American Art Museum. Since that time, ESA has prepared countless environmental documents for projects both large and small, shaping the manner in which the state has grown and developed over the past 50 years.

But ESA is not just a firm that prepares environmental documents. We’ve evolved into a broad-service science and planning firm committed to effective problem-solving, sustainability, and delivering integrated environmental and planning solutions throughout California, more specifically, Southern California. We assist clients in the earliest phases of project conception, through environmental review and regulatory approval, to project implementation and mitigation monitoring.

We are proud to be an employee-owned corporation of more than 380 professionals located within 15 offices across California,

Oregon, Washington, and Florida. With a vested interest in the success of our firm, you will find our employees are highly dedicated and collaborative, always seeking to find outcomes that benefit our clients. We are a small enough firm that we can be nimble in response to changing client and project requirements, yet we are large enough to provide all of the technical services that might be needed when preparing a CEQA, National Environmental Policy Act (NEPA), or planning document, such as biology, cultural resources, air quality, climate change, noise, environmental hydrology, water quality analysis, geological evaluations, landscape architecture, sustainability analysis, and traffic and transportation planning. Our President has an academic background in marine biology, but transitioned to work in the fields of planning and CEQA/NEPA compliance over 46 years ago, which means that our firm is run with a strong understanding of the services we provide, thereby benefitting both our clients and our employees.

We maintain a strong commitment to advancing the state of our practice, offering employees regular internal training sessions on subjects relevant to the fields in which we specialize and critically evaluating cases as they move through the legal system. We encourage and support our employees' participation in the professional community,

from speaking at conferences to actively participating in professional organizations in other ways. We seek to improve the communities in which we work, giving back through various company-sponsored volunteer activities and implementing a comprehensive sustainability program that integrates environmental, economic, and social principles of sustainability and environmental stewardship into all aspects of our corporate life, from purchasing decisions to facility site selection, from mentoring staff about individual decisions made during the course of their work life to guiding our clients to sustainable project solutions. This commitment is reflected in our business plan and throughout our corporate culture. ESA is an environmental consulting and planning firm that is proud of our long history and singular focus to this field; the quality of the work we consistently produce, and the efforts to make our employees and the world around us a better place.

Our Understanding of Costa Mesa

The ESA Project Management Team has experience working with City of Costa Mesa staff on the preparation of environmental documents. Michael Houlihan, AICP, Project Director, has previously been involved with the initial environmental processes of the Lighthouse Project and the Multi-Family

Project proposed at 2277 Harbor Boulevard. Arabesque Said Abdelwahed, Project Manager, was a primary contributor in the previously prepared Initial Study/Mitigated Negative Declaration for the 36-Unit Live/Work Project at Placentia Avenue and 20th Street. Our team understands that the majority of the City of Costa Mesa is built out and recent development applications are proposing to redevelop properties. Over the next five years, the City’s population is anticipated to increase by approximately one percent which is approximately 1,500 people. Due to the development that has occurred in the City, there are limited undeveloped areas for future residences.

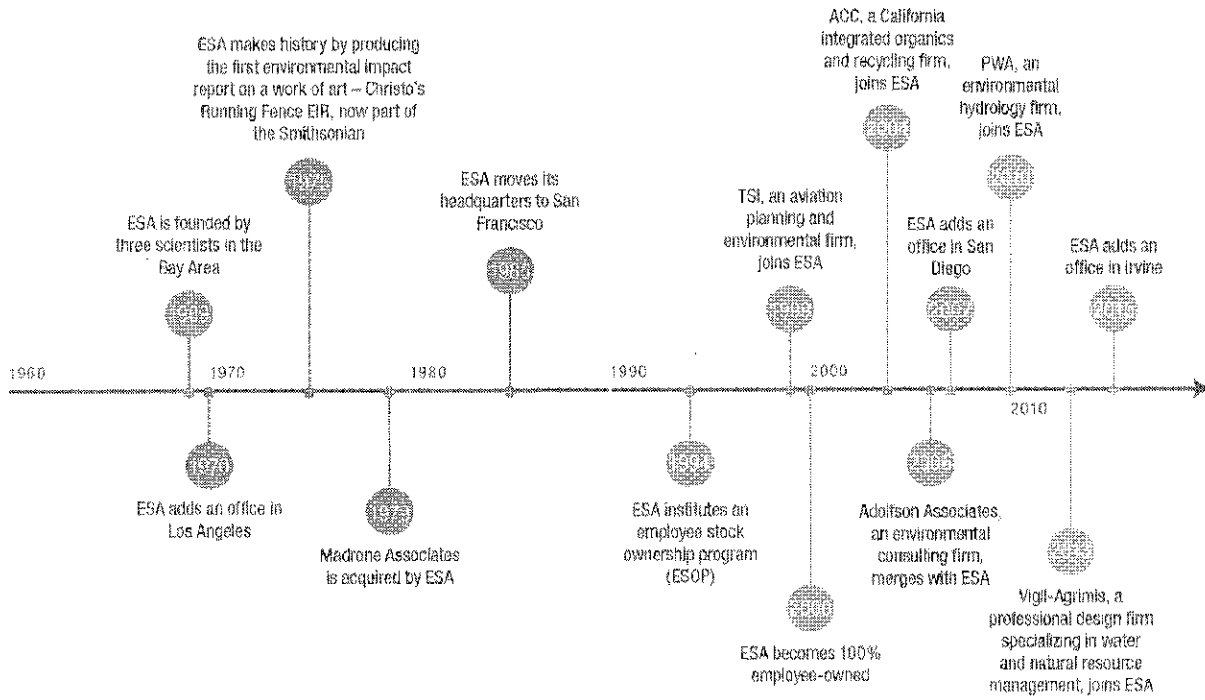
Growing for the Right Reasons

As the fields of environmental science and community planning have grown more complex and controversial, we’ve stayed in the forefront by hiring the best and brightest individuals in our industry, allowing us to deepen key technical service capabilities. Our team has grown and evolved in

response to the tremendous change we have witnessed in the field of environmental consulting. We continuously learn through challenging project work and an ever-changing regulatory climate, and, in response, we have strategically developed our staff and capabilities to better serve our clients, adding tremendous depth in all of our supporting technical disciplines. In addition, beginning in the late 1970s, we augmented our organic growth through a number of selective, strategic acquisitions and mergers, extending our capabilities in the fields of natural resources planning, aviation planning and analysis, restoration design, environmental hydrology, and landscape design.

Figure 1-1 illustrates ESA’s steady growth as a corporation over the years and highlights the firm’s major milestones. We are proud to demonstrate an integrated full-service team, staffed with “homegrown” ESA owner-employees who bring the City of Costa Mesa the professional dedication that we know is required to get the job done right.

Figure 1-1: ESA's Growth through the Years



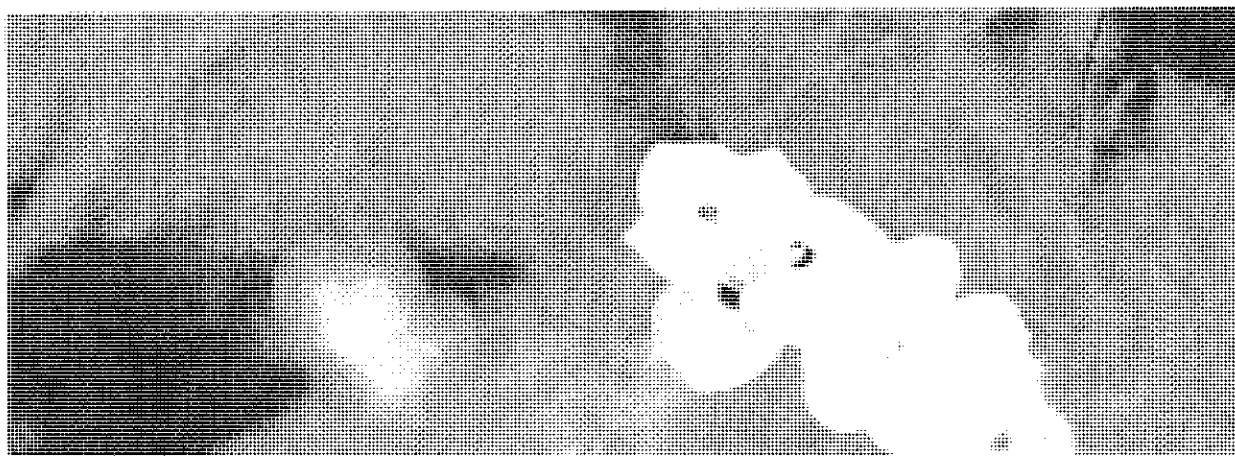
Section 2

Methodology



Section 2

Methodology



Approach and Methodology

Implementation Plan

ESA's methodology in ensuring the preparation of cost-effective and technically-sound environmental documentation includes the following components.

Project Management/Coordination – Our objective is to provide a high level of client and agency communication as well as providing status updates. ESA's management philosophy emphasizes a “no surprises” approach. ESA will work closely

with City of Costa Mesa staff to ensure the status of the project is understood.

Quality Assurance/Quality Control - ESA's management team will provide quality assurance/quality control. Our team members are provided with a copy of the executed scope of work so that they have the same understanding of the required deliverables, the contents of the deliverables, and the schedule and budget constraints. Both the Project Manager and Project Director provide a thorough review of the document to ensure technical accuracy and objectivity as well as ensuring that the significance thresholds are applied

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accurately and consistently. In addition, the ESA editor provides a consistency check to ensure the documentation is accurate.

Monthly Invoicing – The ESA Project Manager will be responsible to submit invoices conforming to the City of Costa Mesa’s requirements with support from the ESA job-cost accounting system. This system allows the Project Manager to view a breakdown of the specific costs to assist in managing the budgets for each specific task.

Project Team Meetings – ESA understands the importance for communication during meetings. To ensure that all attendees have a clear understanding of the items that will be discussed during the meeting, the ESA Project Manager will prepare and distribute meeting agendas. In addition, to ensure that there is an understanding of the issues, resolutions, or may arise during the meeting responsibilities that, ESA prepares and distributes meeting minutes to each participant.

Public Meetings – ESA has extensive experience with providing presentations during public hearings and meetings. Based on the scope of work, ESA will not be soliciting views of stakeholders regarding the project. However, we will be actively involved in documenting concerns that are raised during the hearings and meetings to allow for complete and accurate identification of the issues and concerns as

well as provide a clear and concise response.

Scope of Work

Based on a preliminary determination to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project, following are the tasks to provide a technically accurate, cost-efficient environmental evaluation for a IS/MND.

Task 1: Project Initiation

The ESA project director and project manager will attend a project initiation meeting with City staff as well as the applicant’s team. The objective of the meeting is to discuss the project plans, receive project data, identify data requirements for the successful completion of the evaluation, and coordinate activities to ensure the proposed schedule is met. The project information such as site plan, elevations, and landscape plans as well as project application information will be reviewed to determine adequacy for use during the technical evaluation of the environmental issues.

Deliverable: Attendance at Project Initiation Meeting

Task 2: Project Description

One of the keys for a successful environmental document is to provide a detailed and complete project description. ESA will include a discussion of the

proposed demolition of the existing structures, the proposed grading, the structures proposed for the project site, and the specific uses. In addition, the project description will include a discussion of the landscape plan, parking, and proposed utilities. The required discretionary approvals will also be discussed.

Deliverable: Project Description

Task 3: Screencheck IS/MND

The objective of this task is to prepare a comprehensive, accurate, and objective Initial Study for the proposed project that fully complies with CEQA and the State CEQA Guidelines and all applicable guidance and procedures established by the City of Costa Mesa for the purpose of environmental review. The Initial Study format will include a discussion of each Environmental Checklist impact category and will be adequately supported by documentation. Following is a discussion of the scope of work for each environmental issue.

Aesthetics – Based on a site visit, the project site contains the Autoplex that includes a one-story multi-tenant automotive use structure and a one-story automotive garage for smog tests. The project site also includes palm trees with heights that range from 40 to 60 feet. ESA will discuss the visual character of the proposed project and the

potential visual and aesthetic impacts to surrounding land uses.

Agriculture and Forestry Resources –

There are no agriculture or forest resources on the project site. This issue will be briefly discussed.

Air Quality/Greenhouse Gas Emissions -

The air quality analysis will assess the potential air quality impacts that may arise from implementation of the proposed project, which consists of the demolition of existing Autoplex complex and the construction of the proposed self-storage facility and food court. The construction activities at the project site along with long-term project operation would result in emissions of criteria air pollutants such as particulate matter and ozone precursors. Sensitive receptors in the project vicinity include single-family uses to the south, multiple family uses to the southwest along Santa Ana Avenue and the Ayres Hotel and Suites to the west. The air quality analysis will be prepared in accordance with the procedures and methodologies set forth in the SCAQMD's CEQA Air Quality Handbook.

The air quality impact assessment will include an evaluation of the proposed project's conformance with the most recent air quality management plan (AQMP) for the Basin, which is the 2012 AQMP. The estimated construction and operational regional emissions for the project will be

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quantified using the most recent version of the California Emissions Estimator Model (CalEEMod) and evaluated against the applicable SCAQMD thresholds of significance to determine whether potential air quality impacts would result. The calculation of the project's construction emissions will be based on the amount and types of construction equipment that would be employed at the project site during the project construction phases (e.g., demolition, site preparation, grading, etc.). ESA will work with the City to ensure that the maximum (worst-case) daily construction emissions during each of the project's construction phases are captured and presented in the air quality analysis. With regard to operational emissions, the project's mobile-source emissions will be estimated based, in part, on data provided in the traffic study that will be prepared for the project. Overall, the estimated construction and operational regional emissions for the project will be quantified and evaluated against the applicable SCAQMD thresholds of significance. The analysis will identify appropriate mitigation measures to minimize the project's air quality impacts, as necessary.

In addition, as recommended by SCAQMD, an assessment of the project's possible effect on local air quality (including localized carbon monoxide [CO], nitrogen dioxide [NO₂], and fine particulate matter

[PM₁₀ and PM_{2.5}]) concentrations at nearby sensitive receptor locations will also be provided in the impact analysis. As the highest levels of pollutant emissions generated at the project site would be during project construction, an analysis of the project's contribution to potential localized air quality impacts at nearby sensitive receptors from construction activities at the site will be analyzed. The nearest off-site sensitive receptor in the immediate vicinity of the project site include the single family residential uses located to the south along Indust Street and the Kline Drive cul-de-sac.

The localized air quality impact analysis will be conducted in accordance with the procedures and methodologies set forth in the SCAQMD's Final Localized Significance Threshold Methodology document. Given that the project site does not exceeds five acres in size, a detailed air dispersion modeling analysis using the AERMOD modeling system will not be required.

If needed, ESA will also assess impacts associated with localized carbon monoxide hotspots at nearby intersections; however, the need for this analysis will be based on the amount of increased trips associated with the proposed project.

Biological Resources – Based on the limitation of vegetation on the project site and the lack of natural habitat, the potential

for the proposed project to impact biological resources would be less than significant. ESA will incorporate the information provided by City staff. This issue will be briefly discussed.

Cultural Resources - ESA will conduct background research on the project area, including a records search at the South Central Coastal Information Center (SCCIC), review of historical topographic maps and aerial photographs, California Native American Heritage Commission Sacred Lands File Search, Native American correspondence, and paleontological database search at the Natural History Museum of Los Angeles County. Based on a review of historical aerials and the U.S. Geologic Service topographic maps, the existing building were constructed after 1987. Therefore, no historic buildings are located on the site. ESA will discuss the potential impacts to archaeological and paleontological resources as well as contact the NAHC to obtain a sacred lands record search and a list of tribes to contact for site information. ESA will also incorporate the information provided by City staff.

Geology and Soils – The project site is relatively flat and the majority of the site contains impervious surfaces. A geotechnical study was prepared for the existing development by Converse Consultants in 1987. Based on a review of

the geotechnical study, alternative foundations were proposed to reduce the potential settlement impacts. ESA anticipates that the City and/or applicant will provide documentation regarding the approach that the existing development implemented and the approach that the project applicant is proposing to implement. Additional information on geotechnical hazards such as seismicity and ground rupture will be obtained from the General Plan and/or research.

Greenhouse Gas Emissions - The greenhouse gas (GHG) assessment for the proposed project will evaluate the potential impacts associated with the project's generation of GHG emissions during construction and operations. GHG emissions attributable to the project will be estimated for the following sources: construction, area sources, mobile sources, energy consumption (electricity and natural gas), water consumption, and solid waste generation, consistent with the recommendation by the Governor's Office of Planning and Research (OPR) in its Technical Advisory: CEQA and Climate Change (2008). Construction- and operations-related GHG emissions will be quantified using the most recent version of the CalEEMod computer model. Since neither the City nor SCAQMD have adopted a threshold of significance that would be applicable to the project, the GHG

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assessment will evaluate the project's emissions in the context of the State and local setting. In addition, an assessment of the project's consistency with the California Air Resources Board's (CARB) Climate Change Scoping Plan and other applicable state regulations will be performed to determine whether the project is consistent with the goals of the California Global Warming Solutions Act of 2006 (Assembly Bill No. 32; California Health and Safety Code Division 25.5, Sections 38500, et seq., or AB 32). If it is determined that the project would need to include design features/mitigation measures to reduce GHG emissions, ESA will work with the Applicant to identify all applicable measures. ESA will also employ the most recent applicable guidance, as appropriate, at the time the analysis is prepared. Appropriate mitigation measures to reduce GHG emissions from project construction and operation, if warranted, will be recommended in the impact analysis.

Hazards and Hazardous Materials – ESA will review the Phase I Environmental Site Assessment prepared for the project by EMS. The findings of the Phase I Study will be incorporated into the Initial Study. The Phase I Study will be included as an appendix to the document.

In addition, the Orange County Airport Land Use Commission Airport Environs Land Use

Plan for John Wayne Airport will be reviewed. Based on a preliminary review, a project exceeding the height of the imaginary surface of 100 feet horizontal: 1 foot in height must notify the FAA so that an aeronautical study. The project site is located approximately 2,000 feet southwest of the airport runway. Based on a review of the site plan elevations, the project includes structures with a height of 30 feet and would extend into the imaginary surface. Exceedance of the imaginary surface does not mean that the project is incompatible with the airport; however, it requires that the FAA be notified so that an aeronautical study can be prepared. The results of the study that would be prepared by the Applicant or FAA will be incorporated into the Initial Study.

Hydrology and Water Quality – Given that the project site primarily contains impervious surfaces, the implementation of the proposed project is anticipated to include a similar amount of impervious surfaces. Project construction activities will require compliance with the Orange County Stormwater Program through the implementation of best management practices (BMPs). These BMPs are required to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit. In addition, the project will require a Water Quality Management Plan (WQMP) that implements operational BMPs



to comply with the waste discharge requirements for discharges of runoff from the Municipal Separate Sewer Systems (MS4s). Typically, demonstration of compliance with the NPDES General Permit and MS4s is required by the City prior to approval of grading plans.

Land Use and Planning – Based on the Request for Proposal, land use information will be provided by the City. ESA will summarize the information into the Initial Study. In addition, the land use compatibility evaluated as part of the FAA aeronautical study will also be summarized and incorporated into the Initial Study.

Mineral Resources – No mineral resources are known to occur on the project site. This issue will be briefly discussed in the Initial Study.

Noise - Implementation of the proposed project could result in an increase in noise levels within the areas surrounding the project site during construction as well as during project operations. Additionally, potential vibration impacts on the immediate surrounding land uses may occur during project construction from the operation of heavy-duty construction equipment. The nearest existing noise-sensitive receptor locations in the project vicinity are the single family residential uses located to the south across the Santa Ana – Delhi Channel. These nearby sensitive

receptors could be adversely impacted by increased noise levels from project construction and operations. As part of the preparation of the noise assessment for the project, ESA will evaluate the potential construction and operational noise impacts on the nearby sensitive uses resulting from the project and implement mitigation measures to minimize any significant noise impacts on these receptors, if necessary.

The first step in quantifying the impact a particular project may have on the existing noise environment is identifying the baseline noise conditions. ESA will conduct up to three short-term noise measurements in the project site vicinity using sound level meters that satisfy the American National Standards Institute (ANSI) for general environmental noise measurement instrumentation.

Construction noise levels at the nearest sensitive receptors will be estimated using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model (RCNM) and based on the type of construction equipment that will potentially be used (information to be provided by the Applicant team), the amount of activity that would occur, and the distance that sensitive receptors are from the project site. The potential construction noise impacts of the project will be evaluated against the applicable noise criteria established in the

City of Costa Mesa’s Municipal Code. Potential vibration impacts associated with construction activities will also be analyzed using vibration data provided by the Federal Transit Administration (FTA) for different pieces of construction equipment. If significant noise and vibration impacts on nearby sensitive land uses are determined, appropriate mitigation measures will be identified to reduce these impacts.

During operation of the proposed project, noise levels in the project site vicinity would result from vehicle trips traveling to and from the project site. As such, the noise assessment will conduct traffic noise modeling using the Federal Highway Administration’s (FHWA) Highway Traffic Noise Prediction Model to estimate the future traffic noise levels on the nearby roadways to the project site to evaluate the noise impact on the existing land uses located in the project site vicinity. The potential noise level increases from future project-related traffic at existing noise-sensitive uses fronting the local roadways in the project vicinity will then be reviewed against the applicable City noise exposure criteria to determine whether significant noise impacts would occur. If required, appropriate mitigation measures will be identified to reduce these noise impacts.

Population and Housing – The removal of the existing multi-tenant automotive center

and the operation of the proposed self-storage facility and food court is anticipated to reduce employment on the project site. The reduction in employment is not expected to be substantial and potential impacts related to population and housing would be less than significant. This issue will be discussed briefly in the Initial Study.

Public Services – Based on the Request for Proposal, public services information will be provided by City staff. This information will be applied to the proposed project to determine the level of impact anticipated with the implementation of the proposed project. Mitigation measures will be provided, if necessary.

Recreation – The implementation of the proposed project is not expected to result in significant impacts on recreational facilities. This issue will be briefly discussed in the Initial Study.

Traffic and Transportation - According to the Request for Proposal, the project applicant will be submitting a traffic report that identifies the project’s potential impacts on the surrounding roadway network. In order to ensure that the traffic report adequately evaluates traffic impacts in accordance with CEQA, ESA will provide a peer review of the traffic report. If necessary, ESA will identify any deficiencies of the traffic report in a peer review letter to City staff. Following the peer review of the traffic

study, ESA will summarize the findings in the Initial Study. The traffic study will be included as an appendix to the document.

Utilities – ESA will coordinate with City staff and/or public utility providers to determine the current levels of service and the project’s potential impact on the existing water, wastewater, drainage, and solid waste services. ESA will incorporate the public utilities information into the Initial Study.

Deliverable: One electronic copy of the Screencheck IS/MND

Task 4: Draft IS/MND

Following receipt of a consolidated set of City and Applicant comments on the Screencheck IS/MND, ESA will provide revisions as directed by City staff and in accordance with the overall scope of work. It is ESA’ intent that this submittal will satisfactorily address all City staff comments on the Screencheck IS/MND. ESA will also submit a draft version of the Notice of Intent to Adopt A Mitigated Negative Declaration (NOI) and Notice of Completion/ Environmental Document Transmittal (NOC/EDT) for review and comment by City staff. A draft distribution list will also be provided for City review.

Deliverable: One electronic copy of each of the following: the Draft IS/MND, NOI, NOC/EDT, and distribution list.

Task 5: Distribution of the Draft IS/MND
Based on comments received by City staff, ESA will incorporate any final revisions in accordance with our scope of work. ESA will provide the City will an electronic copy for the City to reproduce the Draft IS/MND and NOI. Except for the 15 copies of the Draft IS/MND for the State Clearinghouse, the City will distribute the documents to the individuals and agencies on the approved distribution list. ESA will pick up 15 copies of the Draft IS/MND from the City and send them overnight to the State Clearinghouse along with the NOI and NOC/EDT.

Deliverable: Submit one electronic copy of the Draft IS/MND and NOI to the City for the City to reproduce 30 paper copies and distribute up to 15 paper copies of the Draft IS/MND and NOI to City staff (5 copies) and local agencies and individuals (10 copies) by certified or overnight mail. ESA anticipates that the City will place the appendices on a CD on the inside back cover of each printed IS/MND. ESA will pick up 15 copies of the Draft IS/MND and NOI from the City and send them overnight to the State Clearinghouse along with the NOC/EDT.

Task 6: Response to Comments

According to the City of Costa Mesa policy, ESA will provide responses to all public and agency comments that raise substantive environmental issues associated with the proposed project. The responses will be provided in a separate Response to

SECTION 2 – METHODOLOGY

Comments Document. ESA has budgeted approximately 25 hours for technical staff to respond to comments and an additional 10 hours for production staff to prepare the Draft Response to Comments Document. After City review, ESA will finalize and send the Response to Comments Document to City staff for final review and approval to distribute. Following approval to distribute, ESA will send an electronic copy of the Response to Comments Document to the City for the City to distribute to the public and agencies that provided comments on the Draft IS/MND.

Deliverable: Submit one electronic copy of the Response to Comments Document to the City for the City to reproduce and distribute up to 30 paper copies by certified mail.

Task 7: Mitigation Monitoring and Reporting Program

ESA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to comply with Public Resources Code Section 21081.6, for adoption by the City. The MMRP will contain a compilation of mitigation measures presented in the Draft IS/MND and any modifications to the measures in the Response to Comments Document. The MMRP will identify responsible parties, timing or phasing, and enforcement parties. This will be presented in a matrix format.

Deliverable: One electronic copy of the MMRP to be included in the City staff report.

Task 8: Meeting Attendance/Project Management

ESA has budgeted the attendance of up to one project team meeting, one Planning Commission public hearing, and one City Council public hearing. The meeting and hearings will be attended by the Project Director and Project Manager. Additional meeting and hearings can be attended on a time and materials basis subject to prior approval by City staff.

This task also includes standard project management responsibilities, such as quality assurance, budget and schedule controls, supervision of the ESA team, and communication/coordination with City staff.

Deliverable: Attendance at meeting and public hearings and project management throughout the environmental process.

Project Schedule

ESA is prepared to begin the project and attend a project initiation meeting with City staff immediately after receipt of a fully executed agreement. The schedule below assumes completion of the IS/MND process within four months for deliberation by the Planning Commission and City Council. **Table 2-1** shows by task and dates what our schedule will be.



City Staff and ESA Staff Roles to Complete Scope of Work

During the IS/MND process, ESA will request the City of Costa Mesa staff to provide specific documentation as well as complete some tasks. The specific documentation includes the completed Project Application, the traffic study, preliminary grading plan, the Phase I Environmental Site Assessment, as well as the background information for cultural and biological resources, land use, and public services. ESA requests that City staff acts as a liaison between ESA and the Applicant. ESA will need specific project detail information such as anticipated construction phasing timeframes, anticipated opening year of the project, and potentially need specific electronic files illustrating the proposed project to be included within the IS/MND. ESA may also require an understanding of the types of businesses envisioned for the proposed food court.

Some tasks that ESA will request the City of Costa Mesa staff to accomplish include reproducing the Draft IS/MND and Response

to Comments Document and send them out by certified mail and/or overnight mail except for the delivery of the 15 copies of the IS/MND for the State Clearinghouse. ESA will also request the City to prepare and place public notices within a newspaper of general circulation within the City, file the Notice of Determination, and promptly process the ESA invoices.

Innovative/Creative Approaches to Provide Service

As identified above, ESA's primary approach to maximize efficient, cost-effective performance of completing the environmental documentation for the proposed project is to maintain a high level of client and agency communication as well as providing status updates. ESA's management philosophy emphasizes a "no surprises" approach. ESA will work closely with City of Costa Mesa staff to ensure the status of the project is understood. Furthermore, ESA will work as an extension of City staff by being available to assist staff to resolve project issues.

SECTION 2 – METHODOLOGY

TABLE 2-3: PROJECT SCHEDULE

Activity	Start/End Dates
Executed Contract	October 2, 2015
Project Initiation	October 2, 2015 to October 7, 2015
Receipt of Applicant's Technical Reports and Detailed Project Plans and Information	October 2, 2015 to October 7, 2015
Project Description	October 2, 2015 to October 16, 2015
Screencheck IS/MND	October 2, 2015 to November 13, 2015
Receive City Comments on the Screencheck IS/MND	November 13, 2015 to November 23, 2015
Draft IS/MND	November 23, 2015 to December 7, 2015
Receive City Approval to Distribute IS/MND	December 7, 2015 to December 10, 2015
Distribution of the Draft IS/MND	December 10, 2015 to December 15, 2015
Public Review Period (20 Days)	December 16, 2015 to January 5, 2015
Draft Response to Comments	January 5, 2015 to January 15, 2015
City Staff Review of Draft Response to Comments	January 15, 2015 to January 20, 2015
Final Response to Comments	January 20, 2015 to January 22, 2015
Receive City Approval to Distribute Final Response to Comments	January 22, 2015 to January 25, 2015
Mitigation Monitoring and Reporting Program (MMRP)	January 15, 2015 to January 20, 2015
City Review of MMRP	January 20, 2015 to January 22, 2015
Final MMRP	January 22, 2015 to January 25, 2015
Meeting Attendance/Project Management	January 2015 to February 2015

Section 3

Staffing



Section 3

Staffing



ESA Team

ESA’s reputation for responsive service and technical excellence has been developed through our clients’ experience with us during the course of work assignments. Our team of experts work closely with our clients to determine how best to meet their needs, serving variously as adjunct staff in a partnership role, simply providing assistance while staying in the background, or leading the effort, depending on the needs of the client and project. Open communication is particularly important in this era of tight budgets, demanding staff workloads, increasingly complex regulations, and sophisticated stakeholder participation and scrutiny—and this is where

our project management team delivers and produces proven results.

To meet the City of Costa Mesa’s need for responsive consulting services for the project, ESA has assembled a highly qualified team that provides a balance of technical and creative skills, combined with practical knowledge and experience. The following provides an overview of ESA’s project management and technical team. Full team resumes can be found in **Appendix B**.

Project Management Team

ESA’s EIR team is identified in the Organizational Chart (Figure 3-1). The project management team consists of Michael Houlihan, Project Director and

SECTION 3 – STAFFING

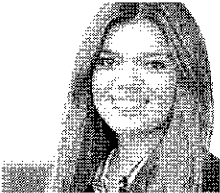
Arabesque Adelwahed as our Project Manager. The project management team will be supported by a team of technical professionals who will author the IS/MND under the guidance and direction of the management team.

Michael Houlihan, AICP | Project Director



Michael is a highly experienced environmental services team leader who is able to stimulate teamwork, camaraderie, and productivity. With over 30 years of industry experience in directing, managing, and preparing environmental documentation within Southern California, he has lead numerous project teams through the successful completion of environmental processes; many being high-profile projects. Some of his clients include the City of Orange, City of Irvine, City of Anaheim, and the City of Seal Beach. In addition, he has had involvement in projects in the City of Costa Mesa including the Lighthouse Project and the 2777 Harbor Boulevard Project.

Arabesque Said-Abdelwahed | Project Manager



Arabesque has professional experience specializing in CEQA and NEPA-level environmental documentation processes with a technical background in cultural resources management, hazards and hazardous materials. She has focused on management and preparation of cultural resources literature reviews, archaeological surveys,

archaeological site testing, and data collection. She has also authored cultural resources reports required for environmental analysis. Arabesque also brings significant experience performing Phase I environmental site assessments/environmental site reports. As an ASTM-trained environmental site assessment professional, she has conducted dozens of Phase I ESAs in California. She has managed the preparation of Initial Studies and assisted in the preparation of Environmental Impact Reports. Her experience includes the 36-Unit Live/Work Project, Placentia Avenue and 20th Street, City of Costa Mesa, which she worked on with Michael Houlihan.

Technical Team

In addition to our experienced project management team, we have assembled a highly skilled technical team that is able to complete a full range of technical studies, review applicant supported technical documents, and prepare individual technical sections. **Figure 3-1** provides an organizational chart that depicts the overall project management and technical team proposed for the Storage Facility IS/MND project. **Table 3-1** provides a summary of the qualifications of the lead technical team for the duration of the Project.

All anticipated hours of service for each team member are calculated in **Section 6**, Fee Proposal.

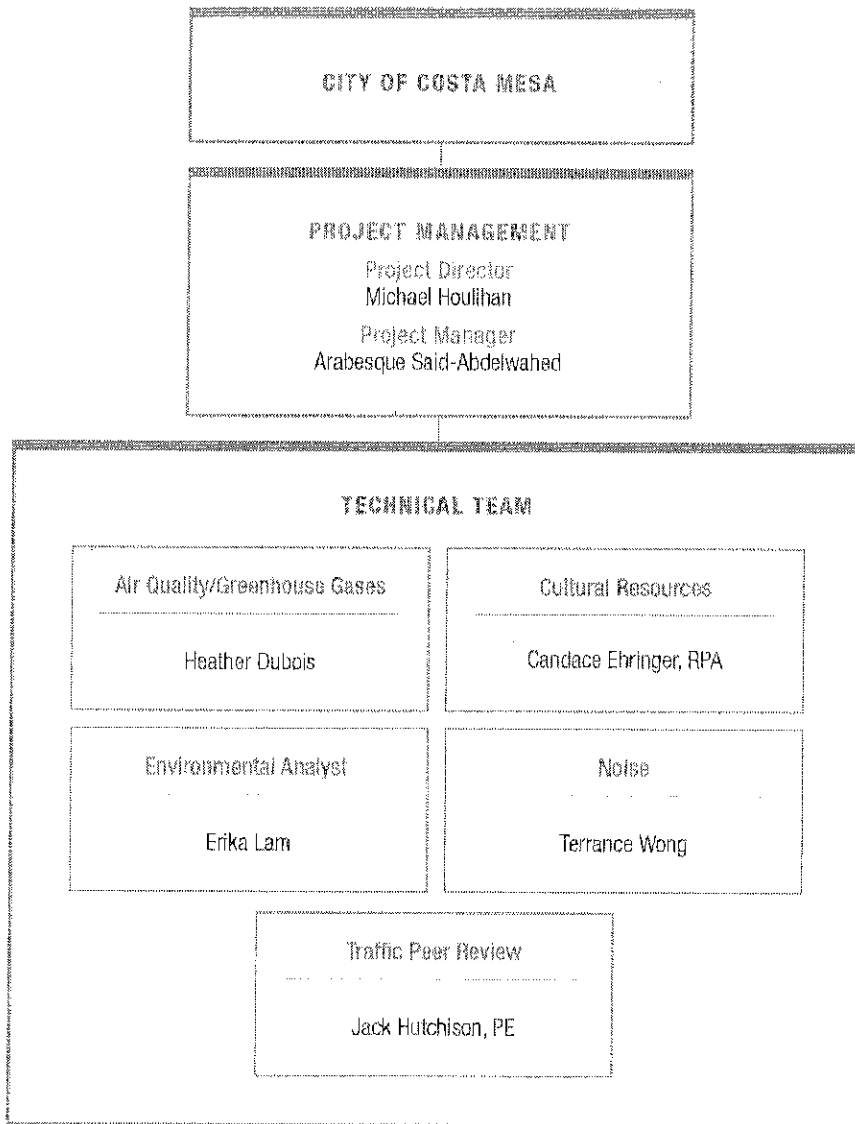


TABLE 3-1: TEAM EXPERIENCE

Team Member	Experience
<p>Heather Dubois</p> <p>Role: Air Quality, Greenhouse Gas Emissions</p>	<p>Heather has more than 12 years of experience as an environmental scientist/planner, with the last seven years focused on air quality impact analysis in compliance with CEQA and NEPA, analysis of construction-related impacts on sensitive receptors, health risk assessments, greenhouse gas evaluations and inventories, and the preparation of Sustainability Plans. Apart from her highly technical skills, she is also in the process of writing her first novel, which provides her with the unique ability to present highly technical information in a way that is easy to understand.</p>
<p>Candace Ehringer, RPA</p> <p>Role: Cultural Resources</p>	<p>Candace is an archaeologist with 16 years of experience in cultural resources management in California and is experienced in both California's desert and coastal environments. Her strengths include managing field surveys, archaeological monitoring, lab analysis, and coordination with Native American representatives. Candace authors and provides senior level review of documentation in support of CEQA, NEPA, and Section 106 compliance. In addition to her knowledge of prehistoric site contexts, Candace has extensive expertise with identification and classification of all types of historic materials.</p>
<p>Erika Lam</p> <p>Role: Environmental Analyst</p>	<p>Erika assists with the preparation of environmental analysis documentations and permits, ensuring environmental compliance at the federal, state, and local levels. Erika has been involved in several projects concerning general plan amendments and community development projects. Erika has experience with environmental compliance and mitigation monitoring and reporting documents.</p>
<p>Jack Hutchison, PE</p> <p>Role: Traffic/Peer Review</p>	<p>Jack is a registered Traffic Engineer in the State of California. He has 36 years of experience in a wide range of transportation analyses, from planning-level impact analyses to operation and design evaluations, as well as for a wide range of project types and locations. In addition to his role as a technical analyst, he provides critical peer review of traffic analyses and transportation reports prepared by other firms and third-party analysis to ensure compliance with CEQA and NEPA requirements. Jack is uniquely able to take complicated traffic reports and translate them into environmental sections that are both understandable and technically accurate.</p>



Team Member	Experience
Terrance Wong Role: Noise	Terrance is a highly analytical and skilled environmental planner with 10 years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents. His qualifications also include expertise in the preparation of climate change analyses for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.

Section 4

Qualifications



Section 4

Qualifications



Firm Qualifications

ESA is a broad-service environmental science and planning firm committed to effective problem-solving and integrated planning solutions throughout the western U.S. We assist clients in the earliest phases of project conception and alternatives screening, through environmental review and regulatory approval, to project implementation. We are committed to providing excellent technical and strategic

environmental support services tailored to meet our client's unique requirements.

We have compiled information in Table 4-1 describing projects that demonstrate relevant experience pertaining to the types of projects and environmental issues anticipated for the Tulare Lake Floodwater Storage and Recovery Project. Our showcased experience provided below includes commercial projects and projects in and around the Costa Mesa area.

TABLE 4-1: PROJECT EXPERIENCE

Project	Staff
<p>Lighthouse Project, City of Costa Mesa, California</p> <p>Project Description: Prior to ESA, Michael directed the initial environmental work for the Lighthouse Project which included the redevelopment of approximately 5.7 acres north of 16th Street and east of Whittier Avenue. The project included the demolition of approximately 66,000 square feet of existing industrial buildings associated with the Ametec Aerospace and Defense Facility and one single-family residence. The project included the construction of 49 residential units and 40 live/work units. The primary issues included traffic, air quality, noise, and hazardous materials.</p>	<p>Duration of the Project: May 2014</p> <p>Key Staff</p> <ul style="list-style-type: none"> ✦ Michael Houlihan
<p>2777 Harbor Boulevard Project, City of Costa Mesa, California</p> <p>Project Description: Prior to ESA, Michael directed the initial environmental work for the 2777 Harbor Boulevard Project. The project included the demolition of the Costa Mesa Motor Inn motel and the construction of 224 multi-family residential units and a five-story parking structure. The primary issues included traffic, air quality, and noise.</p>	<p>Duration of the Project: Ongoing</p> <p>Key Staff</p> <ul style="list-style-type: none"> ✦ Michael Houlihan
<p>36-Unit Live/Work Project, Placentia Avenue and 20th Street, City of Costa Mesa, California</p> <p>Project Description: Prior to ESA, Arabesque was the primary contributor to the MND for the 36-Unit Live/Work Project. The project included the development of two parcels totaling 1.88 acres located northeast of the Placentia Avenue and 20th Street intersection. The project included six loft units, 24 townhome units, and 6 duplex units. Primary issues associated with the project include air quality and noise.</p>	<p>Duration of the Project: 2013 - 2014</p> <p>Key Staff</p> <ul style="list-style-type: none"> ✦ Arabesque Said-Abdelwahed
<p>City of Anaheim Community Services Department, Burris Basin Recreation Area Project, Anaheim, California</p> <p>Project Description: Prior to ESA, Michael provided environmental consulting services associated with the preparation of three focused technical studies (air quality, noise, and traffic) and assisted the City of Anaheim in preparing the Initial Study and Mitigated Negative Declaration for the Community Services Department Burris Basin Recreation Area Project. Technical studies were previously prepared for the Orange County Water District (OCWD) during the preparation of the Burris Basin and Lincoln Basin Reconfiguration and Five Coves Pipeline Project MND. Close coordination with OCWD staff was provided to determine approaches to reduce potential air quality and noise impacts from the construction of the project. The 14-acre recreation area project site will be leased to the City by the District for the construction and operation of the Burris Basin Recreation Area which will be a nature park.</p>	<p>Duration of the Project: 2009-2010</p> <p>Key Staff</p> <ul style="list-style-type: none"> ✦ Michael Houlihan

TABLE 4-1: PROJECT EXPERIENCE

Project	Staff
<p>Orange County Water District, North Basin Groundwater Protection Project Subsequent EIR, Cities of Anaheim and Fullerton, California</p> <p>Project Description: Prior to ESA, Michael directed the preparation and processing of Subsequent EIR for modifications to a pump-and-treat system designed to treat contaminated groundwater in the Cities of Anaheim and Fullerton associated with past industrial use. The project included a system of extraction wells, conveyance pipelines, a centralized treatment plant, and injection wells. The SEIR addressed modifications made to the North Basin Groundwater Protection Project since the certification of a Mitigated Negative Declaration for the project. The EIR thoroughly addressed highly complex noise, traffic, and hazardous materials issues.</p>	<p>Duration of the Project: 2009-2012</p> <p>Key Staff</p> <ul style="list-style-type: none"> • Michael Houlihan
<p>Coastline College Community Learning Center MND, City of Newport Beach, California</p> <p>Project Description: Directed the preparation of a Mitigated Negative Declaration for the Coastline College Learning Center under contract to the City of Newport Beach. The project included the construction of a learning facility along Monrovia Avenue in the City of Newport Beach. The facility consists of a three-story structure on 3.5-acre property consisting of three separate parcels. The learning facility included Early College High School classrooms, regular college classrooms, college-art classrooms, multi-purpose rooms, computer labs, and a large student lounge with kitchen facilities. The project required the demolition of several structures on the site associated with existing commercial/industrial uses. The primary environmental issues associated with the project included traffic, parking, hazardous materials, air quality, noise, and cultural resources. Any potential environmental impacts associated with the project could be mitigated to a less than significant level.</p>	<p>Duration of the Project: 2009 - 2010</p> <p>Key Staff</p> <ul style="list-style-type: none"> • Michael Houlihan
<p>The Preserve at San Juan, Orange County, California</p> <p>Project Description: ESA is preparing an EIR for The Preserve at San Juan project. The project consists of approximately 600-acres of undeveloped land that would be developed into approximately 52 single-family residential lots. The project also includes upgrades to existing Elsinore Valley Municipal Water District water facilities, and other open space uses (vineyards). The project site is located along Ortega Highway in unincorporated Orange and Riverside Counties. The project site is also adjacent to the Cleveland National Forest and includes and includes a land exchange with the forest service. The project involves coordinating all the analysis with three key agencies: Orange County Planning and Development Services Department, Riverside County Transportation and Land Management Agency and the U.S Forest Service in addition to other responsible agencies.</p>	<p>Duration of the Project: Ongoing</p> <p>Key Staff</p> <ul style="list-style-type: none"> • Terrance Wong • Jack Hutchison • Erika Lam

TABLE 4-1: PROJECT EXPERIENCE

Project	Staff
<p>City of Santa Ana, Heritage Mixed-Use Development, Santa Ana, California</p> <p>Project Description: ESA is preparing an EIR for the proposed mixed-use project, which would redevelop a 18.84 acre light industrial/ warehousing/office site into a mixed use development that would provide 1,221 multi-family apartments, 12,675 square feet of retail commercial space, and 5,415 square feet of restaurant space, and a two-story 56,000 square foot office building. Three parking structures would also be developed, one structure for each mixed-use building. The proposed project also includes both public and private (for residents) open space and recreational facilities on the project site. A 1.26-acre public central park, including various amenities, would be developed and would connect to open space areas. In addition, approximately 327,302 square feet of private open space, as well as other private recreation amenities would be provided for residents. The proposed project requires a General Plan Amendment from the existing land use designation from PAO (Professional and Administrative Office) to District Center. In addition, a Zone change from M-1 (Light Industrial) to a Specific Development designation is required. The primary environmental issues involve traffic, air quality, greenhouse gasses, construction noise, jobs-housing balance, and cumulative impacts.</p>	<p>Duration of the Project: Ongoing</p> <p>Key Staff</p> <ul style="list-style-type: none"> • Arabesque Said-Abdelwahed • Heather Dubois • Terrance Wong • Erika Lam • Jack Hutchison
<p>Orange County, Cerritos Avenue MND, Anaheim, California</p> <p>Project Description: ESA managed the preparation of an Initial Study Mitigated Negative Declaration for a proposed 40-unit single-family residential project in unincorporated Orange County. ESA was also responsible for analysis and content editing.</p>	<p>Duration of the Project: Ongoing</p> <p>Key Staff</p> <ul style="list-style-type: none"> • Arabesque Said-Abdelwahed • Heather Dubois
<p>Sunset Ridge Park Coastal Development Permit, New Port Beach, California</p> <p>Project Description: ESA prepared all project submittal materials, environmental documentation and entitlement processing for the Sunset Ridge Park Master Plan, located in Newport Beach, California. The proposed project included the expansion of existing parks and recreation and roadway facilities for the six acre park located north of Pacific Coast Highway and west of Newport Boulevard/SR55. CEQA documentation included technical studies for biological resources, cultural resources and visual simulations.</p>	<p>Duration of the Project: 2009 – 2012</p>

TABLE 4-1: PROJECT EXPERIENCE

Project	Staff
<p>333 La Cienega Blvd IS/MND, Los Angeles, California</p> <p>ESA is currently preparing an Initial Study/MND for a landmark, mixed-use project in Los Angeles. The project would consist of an 18-story retail and residential development that includes 47,500 square feet of retail space at grade and in the basement, 155-residential units, and five-levels of parking (with 522 parking spaces in total). The retail space would be occupied by a flagship, high-end grocery store, as well as a small café, and the residential uses would be condominium-style one-, two- and three-bedroom units. The project would include street-level amenities to encourage a pedestrian-oriented environment, including landscaping, outdoor seating, and wide sidewalks. The project would provide complementary design and uses with other projects in the neighborhood, while also respectfully integrating with an existing church and residences located to the west of the project site.</p>	<p>Duration of the Project: Ongoing</p> <p>Key Staff</p> <ul style="list-style-type: none"> ▫ Terrance Wong ▫ Heather Dubois
<p>Burton Way IS/MND, Los Angeles, California</p> <p>ESA provided strategic entitlement guidance to Caruso Affiliated and managed the preparation of the Initial Study/MND for the Burton Way project, which is a pedestrian-oriented, mixed-use residential and commercial development located on the corner of Burton Way and La Cienega Boulevard in the City of Los Angeles. The residential component includes approximately 88 apartments with amenities such as 24/7 lobby and valet service, fitness center, outdoor atrium and pool, and rooftop garden. The project also includes approximately 13,500-square-foot of retail space on the ground level that has been leased to Trader Joe's. The project has been designed to attain LEED certification. The project, which has been constructed and is fully operational, was designed to be visually provocative, providing a highly-modern structure that provides a central, open skylight that allows natural light to filter into the center of the development.</p>	<p>Duration of the Project: 2007 – 2012</p>
<p>Sheldon Skate Plaza IS/MND, Los Angeles, California</p> <p>This City of Los Angeles Department of Recreation and Parks project includes a 25,000-square-foot skate plaza to be developed on a vacant two-acre site that is located adjacent to I-5 and Sheldon Street in the Sun Valley community of Los Angeles. ESA prepared an IS/MND to assess construction and operation impacts, with noise being primary issue of concern. This project was prepared on an expedited schedule to meet funding constraints, with the IS/MND being City of Santa Ana Environmental Consulting Services 13 completed in less than three months after issuance of the Notice to Proceed. ESA conducted construction monitoring, and the project has been successfully built and is in use by the community.</p>	<p>Duration of the Project: 2007 – 2012</p>
<p>Relevant Project Over Five Years Old</p>	
<p>Westminster Mini-Storage Facility Negative Declaration, City of Westminster, California</p> <p>Project Description: ESA staff managed the preparation of a Negative Declaration for the Westminster Mini-Storage Facility located northwest of the Beach Boulevard/Hazard Avenue intersection. The storage facility included multi-levels and was located adjacent to a mobile home community. Traffic, air quality, and noise were the primary issues associated with the project.</p>	<p>Duration of the Project: 1999 - 2000</p> <p>Key Staff</p> <ul style="list-style-type: none"> ▫ Michael Houlihan

References

ESA has gained a reputation for responsive service, technical excellence, and quality work. We invite you to contact our clients, listed below, for references regarding the quality of our work and our ability to meet schedules on similar work.

Project Description	Client Contact
<p>City of Anaheim Community Services Department Burriss Basin Recreation Area Project Prior to ESA, Michael provided environmental consulting services associated with the preparation of three focused technical studies (air quality, noise, and traffic) and assisted the City of Anaheim in preparing the Initial Study and Mitigated Negative Declaration for the Community Services Department Burriss Basin Recreation Area Project. <i>More detailed description in Table 4-1.</i></p>	<p>Pamela Galera, Senior Community Services Project Planner P: 714.765.4463 E: pgalera@anaheim.net</p>
<p>Orange County Water District North Basin Groundwater Protection Project Subsequent EIR Prior to ESA, Michael directed the preparation and processing of Subsequent EIR for modifications to a pump- and- treat system designed to treat contaminated groundwater in the Cities of Anaheim and Fullerton associated with past industrial use. <i>More detailed description in Table 4-1.</i></p>	<p>Daniel Bott, Senior Planner P: 714.378.3285 E: dbott@ocwd.com</p>
<p>Jeff P. Weber Group The Preserve at San Juan ESA is preparing an EIR for The Preserve at San Juan project. The project consists of approximately 600-acres of undeveloped land that would be developed into approximately 52 single-family residential lots. <i>More detailed description in Table 4-1.</i></p>	<p>David Eadie (currently at Kennedy Wilson), Vice President P: 949.640.0050 ext 222 E: deadie@kennedywilson.com</p>
<p>City of Santa Ana Heritage Mixed-Use Development ESA is preparing an EIR for the proposed mixed-use project, which would redevelop a 18.84 acre light industrial/ warehousing/office site into a mixed use development that would provide 1,221 multi-family apartments, 12,675 square feet of retail commercial space, and 5,415 square feet of restaurant space, and a two-story 56,000 square foot office building. <i>More detailed description in Table 4-1.</i></p>	<p>Vince Fregoso, Acting Planning Manager P: 714.667.2713 E: vfregoso@santa-ana.org</p>

Section 5

Financial Capacity



Section 6

Fee Proposal (Appendix D)



Section 6

Fee Proposal



Appendix D

ESA's Fee Proposal will be valid for a minimum of 180 days following the submission of our proposal on September 18, 2015.

PRICING PROPOSAL FORM

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 15-031

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change

SECTION 6 – FEE PROPOSAL

comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Employees	Hourly Rate	Hours Worked	Total Cost	Overtime Rate
Michael Houlihan	\$215.00	24	\$5,160.00	NA
Arabesque Abdelwahed	\$130.00	122	\$15,860.00	NA
Heather Dubois	\$155.00	32	\$4,960.00	NA
Candace Ehringer, RPA	\$155.00	18	\$2,790.00	NA
Erika Lam	\$95.00	59	\$5,605.00	\$142.50
Terrance Wong	\$170.00	31	\$5,270.00	NA
Jack Gorzeman	\$185.00	11	\$2,220.00	NA
Support Staff ^a	\$110.00 ^b	76	\$8,310.00	\$165.00 ^b
Total			\$49,990.00	

^a The Support Staff include the word processor, editor, graphics/GIS specialist, and administrative staff.

^b The hourly rate and overtime rate for the Support Staff are an approximate blended rate.

Section 7

Disclosure (Appendices E & F)



Section 7

Disclosure



Appendix E

To the best of our knowledge, ESA does not have past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes ___ No X

If the answer is yes, explain the circumstances in the following space.

Appendix F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None. To the best of our knowledge, ESA does not currently have any owner or employee of the firm holding positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

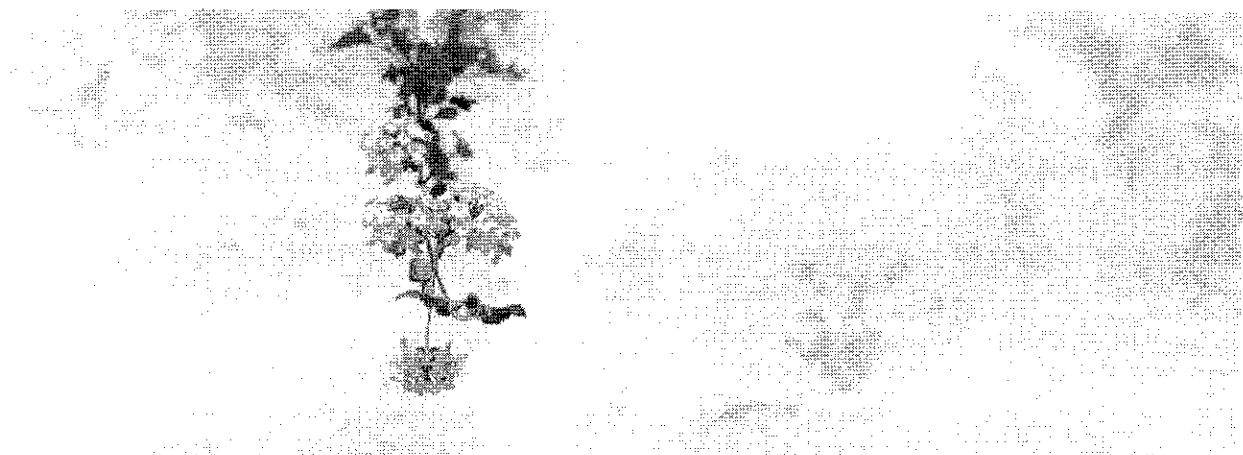
Section 8

Sample Agreement (Appendix B)



Section 8

Sample Agreement



Appendix B

ESA has read and reviewed the Sample Agreement in Appendix B of the Request for Proposal for the Initial Study/Mitigation Declaration of a Storage Facility/Food Court Project for the City of Costa Mesa. Following are our exceptions/conditions to the Agreement:

- * Section 1.3 of the Agreement:

Consultant agrees to perform all the work to the complete satisfaction of the City in accordance with the California Environmental Quality Act and the City's environmental procedures and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactorily meeting the requirements of the California Environmental Quality Act and the City's environmental procedures; and/or
- (c) Terminate the Agreement as hereinafter set forth.

SECTION 6 – FEE PROPOSAL

- Section 6.9, first sentence of the Agreement:

Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, ~~at Consultant's sole expense,~~ from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent performance of the Consultants, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement.

Appendix A

Resumes





Michael Houlihan, AICP

Principal Managing Associate

EDUCATION

B.S., City and Regional Planning – California Polytechnic State University, San Luis Obispo

30 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Member, American Institute of Certified Planners (1992 – Present)

Member, American Planning Association (1984 – Present)

Member, Association of Environmental Professionals (1986 – Present)

Michael is a highly experienced environmental services team leader who is able to stimulate teamwork, camaraderie, and productivity. A proven leader in marketing, business development, proposal preparation, projecting short-term and long-term workload and revenues, and balancing workload among staff, Michael also plays a substantial role in the firm's business planning efforts in identifying new potential clients, strategic partners, lines of business, and growth. With over 30 years of industry experience in directing, managing, and preparing environmental documentation within Southern California, he has lead numerous project teams through the successful completion of environmental processes; many being high-profile projects. These projects included planned communities, water/wastewater infrastructure, community land use planning, residential/commercial developments, parks/schools, transportation/circulation improvements, and energy facilities. His expertise is in providing high quality documents by resolving issues as they arise and through proactive and responsive communication.

Relevant Experience

Lighthouse Project, City of Costa Mesa. *Project Director.* Michael directed the initial environmental work for the Lighthouse Project which included the redevelopment of approximately 5.7 acres north of 16th Street and east of Whittier Avenue. The project included the demolition of approximately 66,000 square feet of existing industrial buildings associated with the Ametek Aerospace and Defense Facility and one single-family residence. The project included the construction of 49 residential units and 40 live/work units. The primary issues included traffic, air quality, noise, and hazardous materials.

2777 Harbor Boulevard Project, City of Costa Mesa. *Project Director.* Michael directed the initial environmental work for the 2777 Harbor Boulevard Project. The project included the demolition of the Costa Mesa Motor Inn motel and the construction of 224 multi-family residential units and a five-story parking structure. The primary issues included traffic, air quality, and noise.

Westminster Mini-Storage Facility Negative Declaration, City of Westminster. *Project Manager.* Michael managed the preparation of a Negative Declaration for the Westminster Mini-Storage Facility located northwest of the Beach Boulevard/Hazard Avenue intersection. The storage facility included multi-levels and was located adjacent to a mobile home community. Traffic, air quality, and noise were the primary issues associated with the project.

City of Anaheim, Environmental Consulting Services for the City of Anaheim's Community Services Department Burris Basin Recreation Area Initial Study/Mitigated Negative Declaration Project, Anaheim, CA. *Project Manager.*

Michael provided environmental consulting services associated with the preparation of three focused technical studies (air quality, noise, and traffic) and assisted the City of Anaheim in preparing the Initial Study and Mitigated Negative Declaration for the Community Services Department Burris Basin Recreation Area Project. Technical studies were previously prepared for the Orange County Water District (OCWD) during the preparation of the Burris Basin and Lincoln Basin Reconfiguration and Five Coves Pipeline Project MND. Close coordination with OCWD staff was provided to determine approaches to reduce potential air quality and noise impacts from the construction of the project. The 14-acre recreation area project site will be leased to the City by the District for the construction and operation of the Burris Basin Recreation Area which will be a nature park.

Coastline College Community Learning Center MND, City of Newport Beach.

Project Director. Michael directed the preparation of a Mitigated Negative Declaration for the Coastline College Learning Center under contract to the City of Newport Beach. The project included the construction of a learning facility along Monrovia Avenue in the City of Newport Beach. The facility consists of a 3-story structure on 3.5-acre property consisting of three separate parcels. The learning facility included Early College High School classrooms, regular college classrooms, college-art classrooms, multi-purpose rooms, computer labs, and a large student lounge with kitchen facilities. The project required the demolition of several structures on the site associated with existing commercial/industrial uses. The primary environmental issues associated with the project included traffic, parking, hazardous materials, air quality, noise, and cultural resources. Any potential environmental impacts associated with the project could be mitigated to a less than significant level.

City of Irvine, Alton Parkway Widening Initial Study/Mitigated Negative Declaration, Irvine, CA. Michael managed the preparation of an initial study/mitigated negative declaration for the Alton Parkway (westbound) widening between Ada Street and I-5 ramp in the City of Irvine. The primary issues associated with the proposed widening included noise and biological resources impacts.

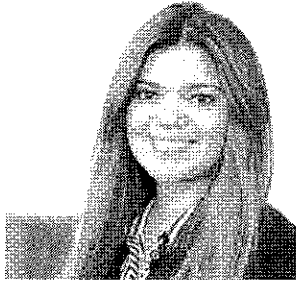
City of Stanton, Initial Study/Mitigated Negative Declaration for the proposed Stanton Central Park, Stanton, CA. *Project Manager.* Michael managed the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for an approximate 12-acre multipurpose community park. Once completed, the Project will include softball and soccer fields, tennis courts, playground, skate park, loop trail, multipurpose room, and associated facilities. The Project team worked closely with David Volz Design, Stanton Community Park's designer and landscape architect, to address various important environmental topics, including aesthetic, air quality/ greenhouse gas emissions, geology/soils, hydrology/water quality, noise, recreation, and transportation/traffic. Mitigation measures were recommended to reduce any potentially significant impacts to less than significant.



City of Anaheim, Uptown Village Mitigated Negative Declaration, Anaheim, CA. *Project Manager.* Michael managed the preparation of a Mitigated Negative Declaration for the development of 220 studio, one-bedroom, and two-bedroom units, along with 18,000 square feet (sq ft) of commercial/retail space. The proposed project will redevelop a highly visible vacant and blighted property in the center of the City, while helping the City meet its future housing needs goals. The project is located on approximately four acres, includes a four story multi-family residential complex with a parking structure and surface parking. The primary environmental issues included traffic circulation and historical resources. Due to the proposed configuration of the project, the residents of the Colony community voiced substantial concern regarding the project's potential to contribute traffic through their community. The traffic issue was resolved through modifications of access locations adjacent to the project site.

City of Orange, Citrus Grove Apartments MND, Orange, CA. *Project Manager.* Michael directed the preparation of the Mitigated Negative Declaration for an infill residential project in the City of Orange. The project included two three-story apartment buildings and another apartment building with two and three story elements each separated by landscaping and surrounding by surface parking. The project included a total of 57 residential apartment units. The primary issues that were addressed included traffic, parking, aesthetics/views, and land use compatibility.

City of Seal Beach, Hellman Ranch Specific Plan EIR, Seal Beach, CA. *Project Manager.* Michael managed the preparation of Subsequent and Supplemental EIRs for two separate projects on the Hellman Ranch project site that is bounded by Pacific Coast Highway on the extreme southwestern corner, the San Gabriel River on the northwest, Westminster Avenue to the north, and Seal Beach Boulevard on the east. The Subsequent EIR addressed a golf-course-oriented community including single-family and multiple family residential units and an 18-hole executive golf course. The Supplemental EIR addressed a project that included single-family and multiple family residential units and a large area consisting of open space/wetlands on the west side of the project site. The primary environmental issues that were addressed in both environmental documents included traffic, air quality, noise, geology, hydrology, biological resources, cultural resources, and aesthetics. Coordination was required with the U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission, and various departments at the City of Seal Beach.



Arabesque Said-Abdelwahed

Senior Associate

EDUCATION

Master of Public Policy,
University of California,
Irvine

B.A., Anthropology,
University of California,
Riverside

8 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Association of
Environmental
Professionals

Register of Professional
Archaeologists

California Department of
Toxic Substances
Control Registered
Environmental Assessor

Arabesque has professional experience specializing in CEQA and NEPA-level environmental documentation processes with a technical background in cultural resources management, hazards and hazardous materials. She has focused on management and preparation of cultural resources literature reviews, archaeological surveys, archaeological site testing, and data collection. She has also authored cultural resources reports required for environmental analysis. Arabesque also brings significant experience performing Phase I environmental site assessments/environmental site reports. As an ASTM-trained environmental site assessment professional, she has conducted dozens of Phase I ESAs in California. She has managed the preparation of Initial Studies and assisted in the preparation of Environmental Impact Reports.

Relevant Experience

36-Unit Live/Work Project, Placentia Avenue and 20th Street, City of Costa Mesa, California. Prior to ESA, Arabesque was the primary contributor to the MND for the 36-Unit Live/Work Project. The project included the development of two parcels totaling 1.88 acres located northeast of the Placentia Avenue and 20th Street intersection. The project included six loft units, 24 townhome units, and 6 duplex units. Primary issues associated with the project include air quality and noise.

County of Orange, Cerritos Avenue Single-family residential project Initial Study Mitigated Negative Declaration, Deputy Project Manager. Arabesque was the assistant project manager for the preparation of an Initial Study Mitigated Negative Declaration for a proposed 40-unit single-family residential project in unincorporated Orange County. Arabesque was responsible for analysis and content editing.

City of Santa Ana, Heritage Mixed-Use Development project EIR, Senior Associate. Arabesque conducted analysis and prepared the cultural resources and hazards and hazardous materials sections of the Environmental Impact Report.

City of Santa Ana Planning and Building Agency, Park View at Town and Country Manor Project, Orange County, CA. Assistant Project Manager. Arabesque prepared the Final EIR, MMRP, and Findings of Fact for the proposed multi-story building at the existing Town and Country Manor "Continuing Care Residential Community." Arabesque also supported the Project Director at two Planning Commission meetings and City Council hearing.

The Shopoff Group, L.P. 333 North Prairie Avenue Project, City of Inglewood,

Los Angeles County, CA. *Assistant Project Manager.* Arabesque assisted in the preparation of EIR sections. Arabesque managed the preparation of the Cultural Resources Assessment for the project area.

City of Baldwin Park Specific Plan EIR, Baldwin Park, CA, *Senior Associate.* ESA will be providing CEQA documentation and environmental planning services associated with the Baldwin Park Transit Oriented District (TOD) Specific Plan for the Downtown Area of Baldwin Park. This project aims to encourage transit-oriented development, promote active transportation, reduce vehicle miles traveled, and streamline the environmental review process for future projects.

City of Wildomar, Riverside County, CA. *Assistant Project Manager.* Arabesque assisted in the preparation of the EIR for the proposed residential project on approximately 9-acres in the City of Wildomar. Arabesque prepared the project description and impact sections including cultural resources, geology and soils, hazards, land use, population and housing.

County of Riverside, Cabazon II Outlet Expansion Project, Riverside County, CA. *Project Manager.* Arabesque coordinated the preparation of an Initial Study for the proposed outlet mall expansion project in the community of Cabazon, CA. Arabesque also coordinated the preparation of technical studies including a Biological Habitat Assessment and Phase I Cultural Resources Assessment.

Department of Toxic Substances Control, Santa Susana Field Laboratory EIR, Ventura County, CA, *Deputy Project Manager.* Arabesque conducted analysis and prepared the utilities section of the PEIR for the Santa Susana Field Laboratory. She also coordinated the preparation of figures for the EIR.

City of Corona Department of Water and Power, Water Facilities Project, Riverside County, CA. *Assistant Project Manager.* Arabesque assisted in the preparation of the Initial Study and technical reports for the proposed water production wells, pump houses, linear wells water transmission main and water treatment facility.



Heather Dubois

Technical Associate

EDUCATION

MBA, Clarkson University, Potsdam, NY

B.S., Biology, Clarkson University, Potsdam, NY

B.S., Chemistry, Clarkson University, Potsdam, NY

12 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

CERTIFICATIONS

Air Dispersion Modeling and Risk Assessment – Lakes Environmental

CalPuff Modeling – Lakes Environmental

Desert Tortoise Council Survey Workshop, 2002

OSHA Supervisor

Heather Dubois has more than twelve years of experience as an environmental scientist/planner with local and regional jurisdictions in CA. The last seven years focused on air quality impact analysis, including health risk assessments and global climate change impacts in compliance with NEPA and CEQA processes and regulations. She has a wide range of environmental experience, including composition of complex planning documents that require comprehensive knowledge of land use planning, transit and transportation planning, and environmental planning.

Relevant Experience

City of Costa Mesa, Air Quality Analysis, Climate Change Analysis, and Health Risk Assessment, 125 Baker Street Apartments, Orange County, CA. *Project Analyst.* Conducted an air quality, climate change, and health risk analysis to determine the potential impacts from the project. The analysis followed South Coast Air Quality Management District methodology with respect to modeling parameters, significance thresholds, and emission reduction measures. The analysis used CalEEMod, EMFAC2011, AERMOD and industry risk calculations methodology to quantify and minimize the potential impacts to the project and the surrounding environment. Health risk specifically determined impacts from construction activities on nearby offsite receptors as well as impacts to future project residents based on the location of the project adjacent to a major freeway and other current industrial land uses.

City of Santa Ana, Air Quality, Health Risk and Greenhouse Gas Analysis, Heritage Mixed Use Project, Orange County, CA. *Project Analyst.* Prepared the air quality and climate change analysis in support of the implementation of a mixed use development in the City of Santa Ana. The project consisted of the development of 1,221 residential uses and 18,090 square feet of commercial development within a five-story building. The analysis of air quality impacts followed South Coast Air Quality Management District methodology and thresholds and used CalEEMod to determine the impacts from the implementation of the proposed project. The analysis included a health risk analysis for the development of residential uses adjacent to an existing commercial rail line.

Air Quality, and Greenhouse Gas, Ceritos Avenue Project, Orange County, CA. *Project Analyst.* Prepared the air quality and climate change sections of the IS/MND based on technical studies previously completed for the project.

Air Quality and Greenhouse Gas Analysis, San Sevaine Basin Development IS, San Bernardino County, CA. *Project Analyst.* Reviewed and oversaw the analysis for the air quality and climate change sections of the Initial Study for the San Sevaine Basin Development Project. The project consisted of basin

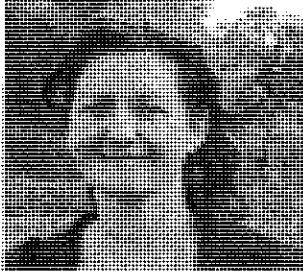
improvements in order to increase the amount of recycled water and stormwater recharge into the Chino Groundwater Basin. The IS/MND analysis was a CEQA plus analysis that included the FCAA general conformity analysis in addition to the typical CEQA requirements. In addition was the project analysis that conducted the FCAA general conformity analysis for the project in conformance with the requirements of the State Revolving Funds process. The analysis followed the methodology and significance thresholds developed by the South Coast Air Quality Management District and the FCAA SIP conformity methodology for the construction and operation of the project.

Air Quality, Green House Gas, and Health Risk Analysis, City of Pasadena, Los Angeles County, CA. *Project Analyst.* Conducted an air quality and climate change impact analysis along with a health risk assessment in support of the IS/MND for the Pasadena Platinum Residential Project. The analysis used current methodology for determining air quality and greenhouse gas emissions and based the significance findings on a combination of compliance with South Coast Air Quality Management District. The health risk assessment was conducted in accordance with current methodologies and provides measures to reduce the impacts from exposure to diesel particulate matter on the residents of the transit oriented development.

Air Quality and Green House Gas Analysis, City of Baldwin Park, Los Angeles County, CA. *Project Analyst.* Conducted an air quality and climate change impact analysis in support of the proposed Downtown Transit Oriented Development (TOD) Specific Plan EIR for the City of Baldwin Park. The analysis of air quality and climate change impacts followed South Coast Air Quality Management District methodology and used CalEEMod to determine the impacts from the implementation of the Specific Plan. The Project analyzed the issue of balancing greenhouse gas emissions reductions through transit oriented development with the increased exposure of sensitive receptors to diesel emissions from transit, specifically diesel trains, trucks, and vehicles.

Air Quality and Greenhouse Gas Analysis, Altair Specific Plan, Temecula, Riverside County, CA. *Project Analyst.* Prepared Air Quality and Climate Change technical reports and resource area sections in support of the Altair Specific Plan EIR for the City of Temecula. The analysis of air quality and climate change impacts followed South Coast Air Quality Management District methodology and used CalEEMod to determine the impacts from the implementation of the Specific Plan.

Air Quality and Greenhouse Gas Analysis, Hoehn Audi of Temecula, Riverside County, CA. *Project Analyst.* Conducted an air quality and climate change impact analysis in support of the Hoehn Audi of Temecula EIR. The analysis of air quality and climate change impacts followed South Coast Air Quality Management District methodology and used CalEEMod to determine the impacts from the implementation of the dealership and service center. The analysis addressed the intricacies of developing an automotive care center with respect to health risk as well as balancing the goals and policies of the Temecula Sustainability Plan with the development of an automotive dealership.



Candace R. Ehringer, RPA

Senior Archaeologist

EDUCATION

M.A., Anthropology,
California State
University, Northridge

B.A., Anthropology, East
Carolina University

16 YEARS EXPERIENCE

PROFESSIONAL AFFILIATIONS

Register of Professional
Archaeologists

Society for California
Archaeology

Society for Historical
Archaeology

QUALIFICATIONS

Exceeds Secretary of the
Interior's Standards

CA State BLM Permitted

Certified in CA and NV
BLM Protocol

HAZWOPER Certified

CONTINUING EDUCATION

AEP Advanced CEQA
Workshop, 2011

ACHP Section 106
Essentials training
course, 2010

Riverside County
certification course, 2009
and 2011.

PROFESSIONAL PAPERS & PRESENTATIONS

Ehringer, C. 2014 Dead
Men Do Wear Plaid:
Garments and Notions
for City Cemetery, Los
Angeles, California. Oral
paper presentation at
the Society for Historical
Archaeology 47th Annual
Meeting, Quebec City,
Quebec, Canada.

Candace is an archaeologist with 16 years of experience in cultural resources management in California and is experienced in both California's desert and coastal environments. Her strengths include managing field surveys, archaeological monitoring, lab analysis, and coordination with Native American representatives. Candace authors and provides senior level review of documentation in support of CEQA, NEPA, and Section 106 compliance. In addition to her knowledge of prehistoric site contexts, Candace has extensive expertise with identification and classification of all types of historic materials.

Relevant Experience

Los Angeles Department of Water and Power (LADWP), Griffith Park South Water Recycling Initial Study/Mitigated Negative Declaration, Los Angeles, CA. *Cultural Resources Project Manager.* LADWP proposes to expand its existing recycled water system within the Central Los Angeles area with the Griffith Park South Water Recycling Project. The project would be an extension of the water recycling system produced at the Los Angeles-Glendale Water Reclamation Plant and would extend the Greenbelt Water Recycling distribution line south to serve the Roosevelt Golf Course. ESA is preparing an Initial Study/Mitigated Negative Declaration for the project. LADWP is the lead agency under the California Environmental Quality Act. Candace managed the preparation of a Phase I Cultural Resources Study. She evaluated two resources for listing in the National Register and California Register both individually and as contributors to the National Register-eligible Griffith Park District. The study concluded that the project would result in a less than significant impact to cultural resources.

City of Seal Beach, Hellman Ranch Monitoring and Data Recovery, Orange County, CA. *Crew Chief, Lab Analyst.* Candace supervised a team of archaeologists charged with monitoring construction activities, archaeological testing, and excavation of over 30 Native American burials and associated features at Hellman Ranch in Seal Beach, California. The Hellman Ranch area (Landing Hill) was occupied by the Gabrielino for over 6,000 years. Excavation revealed an extensive mortuary complex, including large amounts of cremated human remains and broken, or "killed," ground stone.

Candace was responsible for implementing and overseeing work delegated by field directors. She contributed to lab analysis by sorting artifacts and beginning initial classification of lithic debitage, and assisting with artifact and osteological photo-documentation, and providing key support to visiting osteological and faunal specialists.

City of Seal Beach, Fire Station 48 Archaeological Monitoring and Mitigation, Seal Beach, CA. *Project Archaeologist.* The project consists of the demolition of a 40-year-old facility and the construction of a new 12,987 square foot fire station. The project is located in an area known to have once been inhabited by prehistoric peoples, and as such requires sensitivity to Native American concerns, as well as consultation with Native American interested parties. Candace coordinated required archaeological and Native American monitoring, and conducted in-field assessments of archaeological features.

City of Seal Beach, Hellman Ranch Tank Farm Replacement Archaeological Monitoring and Mitigation, Seal Beach, CA. *Project Manager.* The project consists of the replacement of an existing 60-year-old tank farm facility. The existing facility will be demolished and a new facility will be constructed on a 0.53-acre parcel located in the central portion of the mineral production area. Given the proximity to a previously documented prehistoric Native American burial ground, recommendations included that the City conduct archaeological and Native American monitoring for this project. Candace conducted consultation with Native American monitors and archaeological monitoring of all construction grading pursuant to CEQA requirements.

Irvine Ranch Water District, Tustin Wells MND/EA, Orange County, CA. *Cultural Resources Project Manager.* Candace conducted a Phase I cultural resources study for the Tustin Wells Project. She led the cultural resources survey and authored a technical report in support of the MND/EA. The project will recover and treat impaired groundwater to augment local water supplies and increase water supply reliability. The project was awarded federal funds from the Bureau of Reclamation through the American Recovery and Reinvestment Act of 2009. ESA aided in coordination with the Bureau of Reclamation and successfully met the aggressive schedule requirements for federal funding.

Irvine Ranch Water District, Peters Canyon Channel Water Capture and Reuse Project, Orange County, CA. *Cultural Resources Senior Reviewer.* ESA was contracted by the IRWD to perform a cultural resources survey for the project. The purpose of the proposed project is to divert high selenium nuisance surface and groundwater flows for treatment and reuse via a pipeline. Since a portion of the project would be carried out on property owned by the Caltrans, documentation conformed the format stipulated by Caltrans in Volume 2 of the Standard Environmental Reference. Candace provided senior review of the Archaeological Survey Report, Historic Resource Compliance Report, and EIR section.

City of Calabasas, On-Call Cultural Resources Services, Calabasas, CA. *Cultural Resources Project Manager.* Candace conducted pre-construction worker training regarding of the types of resources that could be encountered during grading and the appropriate procedures that follow should accidental discoveries occur. She also provided archaeological resources training to the City of Calabasas Historic Preservation Commission.



Jack Hutchison, PE

Senior Transportation Engineer

EDUCATION

M.Eng., Transportation Engineering,
Pennsylvania State University (as part of the Bureau of Highway Traffic program)

B.S., Civil Engineering,
University of Connecticut

38 YEARS EXPERIENCE

CERTIFICATIONS/REGISTRATION

Registered Traffic Engineer, State of California # 1411

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

Transportation Research Board

Jack is a registered Traffic Engineer in the State of California. He has 38 years of experience in a wide range of transportation analyses, from planning-level impact analyses to operations and design evaluations, as well as for a wide range of project types and locations. In addition to his role as primary technical analyst, he provides critical peer review of analyses conducted by other firms and third party analysis to ensure compliance with CEQA and NEPA requirements.

Relevant Experience

Rutter Development Corporation Saddle Crest Homes EIR, Orange County, CA. *Peer Reviewer of Developer's Transportation Consultant.* Jack peer reviewed the transportation analysis conducted by developer's traffic consultant and incorporated the findings into the EIR. The proposed project includes the development of 65 single-family homes on an approximately 113.7-acre site in unincorporated Orange County. In 2003, the Orange County Board of Supervisors approved a similar, but larger, project, but that approval was successfully challenged, and the current smaller development was proposed. The proposed project includes a request to amend the Transportation Element of the General Plan to change the prescribed traffic level of service methodology for Santiago Canyon Road. The transportation analysis included an evaluation of study area intersections and roadway segments of Santiago Canyon Road, with and without the project, based upon the County's Growth Management Plan Transportation Implementation Manual, as it is proposed to be amended, as well as a discussion of traffic under the GMP TIM without the amendment.

Del Monte Warehouse Project, Alameda, CA. *Peer Reviewer of Developer's Transportation Subconsultant.* Jack is providing peer review of the traffic and circulation analysis for an Initial Study /Subsequent Mitigated Negative Declaration, which would evaluate the potential environmental effects of the adaptive re-use of the historic Del Monte Warehouse in the Northern Waterfront Area of Alameda. The proposed project, as part of a master plan, would feature an adaptive re-use of the Del Monte Warehouse building, along with the possible construction of several new structures on the site. The master plan would include up combination of residential and commercial uses that would be housed in the Del Monte Warehouse building and the other new structures to be built on the project site.

Encinal Terminals Master Plan, Alameda, CA. *Peer Reviewer of Developer's Transportation Subconsultant.* Jack is providing peer review of the Initial Study / Subsequent Mitigated Negative Declaration, which would evaluate the potential environmental effects of the proposed development at Encinal Terminals in the Northern Waterfront Area of Alameda. The proposed project, as part of a master development plan, would demolish existing structures on the site and construct between 350-505 new housing units, 200-400 private boat slips, 25,000 square feet of commercial/office, and boardwalk, open space, and public uses. The three existing wooden wharves and two concert wharves would be rehabilitated and

retrofitted as part of the development of the waterside open space uses. The residential units would include three to five unit types and include condominiums, townhomes, lofts, and live-work units.

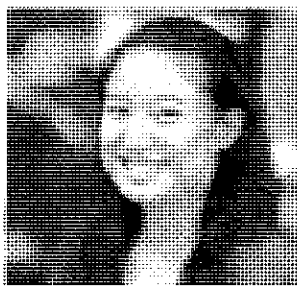
Airport Boulevard Realty, LLC Napa Gateway Park Master Plan Phase 2, Napa, Napa County, CA. *Peer Reviewer of Transportation Subconsultant.* Jack provided peer review of transportation analysis for the EIR for Phase 2 of the Napa Gateway Park Master Plan project, a 173,000 square-foot mixed-use commercial center and 100-room hotel proposed for the entry to the Napa County Airport. The vacant 10-acre project site is located at the northwest corner of State Route 29 and State Route 12 (Jameson Canyon Road) in unincorporated Napa County. Seven low-rise buildings would contain 94,500 square feet of office and ground-floor commercial uses, and a 78,500 square-foot all-suites hotel. Coupled with Phase 1, a previously approved commercial office/bank building and a combination gas station, convenience mart, and two fast-food restaurants on three acres, the Phase 2 development would complete a 13-acre master plan for the site. The project site is visible from State Routes 29 and 12, and would require coordination with Caltrans' proposed SR 29/12 interchange. The EIR focused on impacts related to traffic, circulation, airport hazards and safety, and visual quality. Other impacts addressed in the EIR include air quality, noise, geology, hydrology, biological resources, utilities, and public services.

Catellus Mixed-Use Project Phase II SEIR, Alameda, CA. *Peer Reviewer of Transportation Subconsultant.* Jack provided peer review of transportation analysis for the SEIR analyzing revisions to a previously-certified EIR for a development master plan. The waterfront project involved 800,000 square feet of mixed use development with 30 housing units and a water taxi landing. Key topics included traffic and circulation, air quality and noise, and biological resource impacts associated with in-water construction.

Site B South Bayshore Subsequent EIR, Emeryville, Alameda County, CA. *Peer Reviewer of Transportation Subconsultant.* Preparation of an EIR for a mixed use development up to 250,000 square feet of specialty retail or department store on 4.9 acres (Site B) and multifamily residential. The project is adjacent to (and part of) the 70-acre Bay Street development for which an EIR was previously prepared in 1999 (by others).

City of Brisbane, Brisbane Baylands Specific Plan EIR, Brisbane, CA. *Peer Reviewer of Transportation Subconsultant.* Jack is providing peer review of transportation analysis for the proposed implementation of a specific plan for the Brisbane Baylands. The EIR analyzes three potential development options for the 600+ acre Baylands site: a developer sponsored plan, a community sponsored plan, and a renewable energy generation plan. Included in the specific plan are program-level transportation demand management (TDM) strategies (e.g., employee commute programs), and Jack's peer review includes providing advice on the development and implementation of the TDM program.

Burlingame Safeway EIR, Burlingame, CA. *Transportation Analyst* Jack prepared traffic and parking analysis of the EIR for a controversial proposed Safeway store that would replace the existing Safeway store in downtown Burlingame. The project would demolish three existing structures and develop a combined Safeway and Walgreens, and various small retail shops within one structure on the current site. The project would reduce the total amount of private parking on the site and would reconfigure or relocate City-owned parking that is also on the project site.



Erika Lam

Associate

EDUCATION

B.A., Urban Studies and Planning, Psychology, University of California, San Diego,

2 YEARS EXPERIENCE

Erika assists with the preparation of environmental analysis documentations and permits, ensuring environmental compliance at the federal, state, and local levels. Erika has been involved in several projects concerning general plan amendments and community development projects. Erika has experience with environmental compliance and mitigation monitoring and reporting documents.

Relevant Experience

The Preserve at San Juan EIR, Orange/Riverside Counties, CA. *Analyst.* The project consists of approximately 600-acres of undeveloped land that would be developed into approximately 200 single-family residential lots. The project also includes relocation of St. Michaels Abbey and ancillary facilities (i.e., boy's schools and nunnery), upgrades to existing Elsinore Valley Municipal Water District water facilities, and other open space uses (citrus/olive groves). The project site is located along Ortega Highway in unincorporated Orange and Riverside Counties. The project site is also adjacent to the Cleveland National Forest and includes and includes a land exchange with the forest service. The project involves coordinating all the analysis with three key agencies: Orange County Planning and Development Services Department, Riverside County Transportation and Land Management Agency and the U.S Forest Service in addition to other responsible agencies. Key issues include: public services (co-agency responsibility), utilities, cultural resources, and biology.

City of Santa Ana, Heritage Mixed-Use Development MND, Santa Ana, CA. *Analyst.* ESA is working with the City of Santa Ana on an MND for the proposed mixed-use residential project, The Heritage. The project will redevelop the project site to provide up to 1,401 multi-family apartments that would be surrounded by a private park. In addition the project would provide for a 60,000 square foot commercial building. The project will be developed in phases and the project site is currently developed with a 366,000 square-foot data center, which may remain on the site for 8 to 10 years.

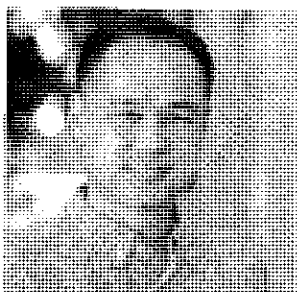
City of Burbank, First Street Village IS/MND Project, Burbank, CA. *Analyst.* ESA is providing environmental services for an IS/MND to the City of Burbank. The project is located in downtown Burbank adjacent to First Street and I-5. The proposed project involves the removal of several existing buildings and constructing a mixed-use walkable transit-oriented development. The project would include a total of three, five-story, buildings (up to a maximum of 76 feet tall), with a combined total of 283 apartments, a combined total of 13,765 square-feet of retail/commercial space on the ground floors, and a total of 662 parking spaces in ground-level, semi-subterranean, and subterranean garages. Working with sub-consultant Fehr & Peers, ESA is preparing the technical studies to support the environmental document.

City of Pasadena, On-Call 2014-2015 Environmental Review Documents, Pasadena Platinum Residential, Pasadena, CA. Lead Analyst. The City of Pasadena selected ESA among a list of other qualified consulting firms for the preparation of environmental clearance documentation, such as EIRs and NDs, in order to streamline the environmental review process. ESA began CEQA documentation in October of 2014 and is expected to complete services before October of 2015. Erika is currently working as the Lead Analyst on the IS/MND and authored all sections of the project.

City of Pasadena Planning and Community Development Department, Shriners Hospital for Children, Pasadena, CA. Lead Analyst. The City of Pasadena is considering approval of the redevelopment of project site within a medical use area of Pasadena along South Fair Oaks Avenue. Currently developed with office uses and parking, the proposed project would demolish all onsite structures and develop a 74,800 gross square foot state-of-the-art, not for profit children's medical center. The proposed three-story facility would include an ambulatory surgery center, medical clinic, and medical offices, as well as outdoor gathering areas, rehabilitation gardens, and 2.5 levels of subterranean parking. The proposed project would include an increase in landscaping of 26 percent over the site, and result in a modern facility design to anchor the medical uses of the area. The project site is located in proximity to a light rail station, and is classified as a transit oriented development. Primary issues addressed include those typical of infill redevelopment projects including construction-related impacts, aesthetics, and land use consistency. Erika served as the lead CEQA analyst. An administrative draft of the document was submitted within five weeks of notice to proceed.

City of Wildomar, Westpark Promenade, Wildomar, CA Analyst ESA is preparing an EIR for the City of Wildomar Westpark Promenade which includes an amendment to the City of Wildomar General Plan to replace existing land use designation of Commercial Office to Commercial Retail and Very High Density Residential. Erika helped prepare the population and housing, public services, and utilities sections of the DEIR.

Kern County, Indian Wells Valley Land Use Management Plan, Indian Wells Valley, CA. Analyst. ESA is preparing an IS/NOP for the region of Indian Wells Valley. The project will include review and amend zoning designations for water balance to the Kern County General Plan. Erika helped prepare the land use, population and housing, recreation, utilities, and mineral resources sections of the IS/NOP and will assist with writing sections of the EIR.



Terrance Wong

Senior Air Quality & Noise Specialist

EDUCATION

M.A., Environmental Studies, Concentration Environmental Law, Policy, and Management, University of Southern California

B.S., Biology, University of California, Los Angeles

10 YEARS EXPERIENCE

SPECIALIZED TRAINING

Lakes Environmental AERMOD Air Dispersion Modeling Course

Hotspots Analysis and Reporting Program (HARP) computer software course

SoundPLAN User Training course

Federal Highway Administration's Traffic Noise Model (FHWA-TNM) certified course

Terrance is a highly analytical and skilled environmental planner with 10 years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents. His qualifications also include expertise in the preparation of climate change analyses for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.

Relevant Experience

City of Los Angeles Department of Recreation and Parks, Griffith Park Outdoor Performance Center Project Initial Study/MND, Los Angeles, CA.

Senior Associate. ESA has assisted the City of Los Angeles Department of Recreation and Parks to prepare an Initial Study /Mitigated Negative Declaration (MND) to comply with the requirements of the California Environmental Quality Act (CEQA). The Griffith Park Performing Arts Center would include the development of an open air outdoor stage measuring 45 feet by 45 feet on a landscaped grassy part of Griffith Park known as the Old Zoo area that currently hosts several regular annual events. The proposed project includes other ancillary improvements such as a new switchboard, resurfaced parking lot, improvements to existing restrooms, path lighting, resurfaced walkways, a new path and bridge meeting Americans with Disability Act (ADA) requirements, and undergrounding of an existing overhead power line. The land proposed for development is owned and managed by of Recreation and Parks. The project was initiated in November 2014 and the Final IS/MND was provided to the City in March 2014. Terrance prepared the air quality, greenhouse gas, and noise analyses for the Initial Study/MND.

City of Lake Forest, Opportunities Study General Plan Amendment EIR, Lake Forest, CA.

Associate Scientist. The City of Lake Forest, which occupies an area of 16.6 square miles located in the heart of South Orange County and Saddleback Valley, between the coastal floodplain and the Santa Ana Mountains, has developed as a series of primarily residential planned communities. Terrance conducted representative noise measurements throughout the project area within the city and prepared the subsequent noise analysis to evaluate the project's construction and operational impacts.

County of Orange, The Preserve at San Juan EIR, Orange, CA.

Senior Associate. The Preserve at San Juan project is intended to provide for the development and maintenance of a medium density single-family residential neighborhood in conjunction with limited agricultural uses. The proposed project would develop 51 single-family residential developments on two non-contiguous sites located in the southeastern portion of unincorporated Orange County, which is situated in the largely undeveloped Cleveland National Forest and Santa Ana mountain

range, as well as a community center, internal circulation, external access improvements, an on-site wastewater treatment system, internal landscaping and fuel modification zones, and dedicated open space. Phase 1 (south parcel) or Sanchez Parcel is approximately 388.7 acres and is located between 2,300 feet and 2,970 feet west of Ortega Highway. The 194.5-acre Phase 2 (north parcel) or Nilson parcel is located approximately 122 feet north of Phase 1 (south parcel), and is between 2,240 and 2,670 feet west of Ortega Highway. Terrance was responsible for the preparation of the air quality, greenhouse gas, and noise analyses in the EIR.

Orange County, Saddle Crest Homes Project EIR, Orange County, CA. *Senior Associate.* The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a non-clustered scenario that meets all the requirements of the F/TSP. The project includes the providing of approximately 79.6-acres (70 percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise.

City of Los Angeles, Luxe at Colfax Project EIR, Los Angeles, CA. *Senior Scientist.* Terrance prepared the air quality, greenhouse gas, and noise analyses in this EIR for the proposed mixed-use development in the Studio City community within the City of Los Angeles. The project involved a mixed-use development consisting of the development of approximately 354 residential units, approximately 4,000-square-feet of retail uses, 1,000-square-feet of restaurant uses, and approximately 35,400-square-feet of common open space and recreation uses. As part of the project's objectives, the new development on the project site would serve to establish an infill development providing housing onsite to serve the local community, locate mixed-use residential and retail facilities in proximity to mass transit facilities, to provide affordable housing in an area of the City with few such resources, and to provide workforce housing in close proximity to major employment centers.

City of Los Angeles, Dodger Stadium: The Next 50 Years Project EIR, Los Angeles, CA. *Associate Scientist.* Terrance conducted noise measurements and prepared the noise analysis for this project, which consisted of enhancements to the immediate areas surrounding Dodger Stadium in celebration of the stadium's 50th Anniversary. The project would provide new fan and cultural amenities, improve the ease of pedestrian circulation around the stadium, and create a destination for fans to gather at Dodger Stadium.

EXHIBIT C
FEE SCHEDULE