# CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH GALVIN PRESERVATION ASSOCIATES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of January, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and GALVIN PRESERVATION ASSOCIATES, INC., a California corporation ("Consultant").

#### **RECITALS**

- A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call environmental, technical and staffing consultant services, as more fully described herein; and
- B. 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. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. 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. <u>Scope of Services</u>. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.
- 1.2. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City. 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. <u>Non-Discrimination</u>. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B.

- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, 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 from the Effective Date until three (3) years after termination of this Agreement.

#### 3.0. TIME OF PERFORMANCE

- 3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, 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 Exhibits "A" and "B," attached hereto and incorporated herein. 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, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### 4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of two (2) years and six (6) months, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. In the event of termination, Consultant shall be paid 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. <u>Documents</u>. 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
  - (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 limit per accident 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. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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.
- 5.5. <u>Non-Limiting</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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, and (b) 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:

Galvin Preservation Associates, Inc. 840 Apollo Street, Suite 312 El Segundo, CA 90245

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (310) 792-2690 Attn: Richard Galvin

Tel: (714) 754-5023 Attn: Silvia Kennerson

Courtesy copy to:

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Finance Dept. | Purchasing

- 6.5. <u>Drug-Free Workplace Policy</u>. 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 "C" and incorporated herein. 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. <u>Assignment</u>. 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 agents 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. <u>Cooperation</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.21. <u>No Third Party Beneficiary Rights</u>. 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.
- 6.22. <u>Headings</u>. 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.
- 6.23. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.
- 6.24. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.25. 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.
- 6.26. 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.
- 6.27. <u>Counterparts</u>. 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.

6.28. <u>Corporate Authority</u>. 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.

[Signatures appear on following page.]

**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.

#### CONSULTANT

Signature	Date:
[Name and Title]	
CITY OF COSTA MESA	
Lori Ann Farrell Harrison City Manager	Date:
ATTEST:	
Brenda Green City Clerk	
APPROVED AS TO FORM:	
Kimberly Hall Barlow City Attorney	Date:
APPROVED AS TO INSURANCE:	
Ruth Wang Risk Management	Date:

**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.

CONSULTANT	
Signature	Date:
Richard Galvin, Viu President	
[Name and Title]	
CITY OF COSTA MESA	
Lori Ann Farrell Harrison	Date: 123/23
City Manager	
ATTEST:	COSTH MEDICAL CONTRACTOR OF THE PARTY OF THE
Brends Green 1/26/2023 Brenda Green City Clerk	TOAPORTE U
APPROVED AS TO FORM:	
Kin/berly Hall Barlow City Attorney	Date: 123/12
APPROVED AS TO INSURANCE:	
Ryk	Date: 1/23/23
Ruth Waltg	

APPROVED AS TO CONTENT:

Silvia Kennerson
Project Manager

Departmental Approval:

Date: D1 23 23

Date: D1 23 23

Date: D23 24

### EXHIBIT A REQUEST FOR PROPOSALS



### REQUEST FOR STATEMENT OF QUALIFICATIONS

#### **FOR**

ON-CALL ENVIRONMENTAL, TECHNCIAL AND STAFFING CONSULTANT LIST RFQ No. 19-02

Development Services Department
CITY OF COSTA MESA

Released on May 29, 2019

## REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL, TECHNICIAL AND STAFFING CONSULTANT LIST

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Statements of Qualifications (RFSQ) from qualified organizations (hereinafter referred to as "Proposer") to establish a pre-qualified list of environmental and technical consultants for projects requiring technical studies and/or environmental review (i.e. initial studies, negative declarations, mitigate negative declarations, environmental impact reports, etc). The list shall be valid for **five (5) years**. The City will be able to award contracts to consultants on this pre-qualified list without the need to issue project-specific Request for Qualifications or Proposals. The awarded Consultant, (hereinafter referred to as "Consultant") in accordance with the Sample Professional Service Agreement, **Appendix A** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits.

#### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$117 million and a total budget of over \$145 million for fiscal year 2016-2017.

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 northern 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" providing 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.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Qualifications (RFQ) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services and schedules, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. Important Notice: The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this RFSQ. Any City response

relevant to this RFSQ other than through or approved by City's Development Services Department, Management Analyst, is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued and the information will be posted on the City's website at <a href="https://www.costamesaca.gov">www.costamesaca.gov</a>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Development Services Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This RFSQ shall be governed by the following schedule:

Release of RFSQ
Deadline for Written Questions (11:00 AM)
Responses to Questions Posted on Web
Qualifications are Due (by 11:00 AM)
Interview (if held)
Approval of List

May 29, 2019
June 19, 2019
June 21, 2019
July 01, 2019
Week of July 22, 2019

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

- 3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Attachment A Scope of Work, of this RFSQ are invited to submit a proposal, provided they meet the following requirements. If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.
  - a) The Proposer must have a minimum of 5 years experience within the last 8 years, providing Comprehensive Performance Evaluations or services equivalent or similar to the services identified in **Attachment A Statement of Work**.
  - b) The Proposer for environmental services must have a working knowledge of requirements of the latest State requirements in terms of housing, air quality, greenhouse gas emissions, California Native American tribes, as well as the requirements of California Environmental Quality Act (CEQA) comprehensive of required air quality and greenhouse gas analysis, biological studies, hazard and hazardous materials, hydrology and water quality studies, noise analysis, land use and planning, public services, utility services, and transportation studies.
  - c) The Proposer for technical services must be knowledgeable in SB 743 requirements and experienced in preparation of parking and vehicular traffic related studies in an urban setting related to infill development.
  - d) The Proposer shall provide a description of local, state, or regional experience.

#### II. GENERAL INSTRUCTIONS AND PROVISIONS

 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 and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. 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 RFSQ instructions, responding to the RFSQ 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 Vendor Application Form, Appendix B and attach 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 Contractor must sign the letter. 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.
- <u>Background and Project Summary Section:</u> 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**, **Attachment A** of this RFSQ.
- Method of Approach: Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFSQ. The section should include:
  - 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFSQ; (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 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.
  - 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, safe, and cost-effective operations or increased performance capabilities.
  - 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

- Qualifications & Experience: Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  - If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  - If the owner is a partnership or joint venture, please provide: Name of partnership or
    joint venture, principal office street address, city, state, and zip code, state of
    organization, date of organization, first and last name of general partner(s), local office
    address, city, state, and zip code, and date local office opened its doors for.
  - List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
  - 4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
  - 5. How many years have you been in business under your present business name?
  - 6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
  - 7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
  - 8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

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.

 <u>Financial Capacity:</u> Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references 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.

- <u>Staffing</u>: It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff and their positions for the contract who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked. (
- <u>Cost Proposal:</u> The proposed cost proposal schedule should be based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. It also must include the percentage of overhead the offeror proposes to charge.

The City intends to execute a contract with the successful offeror, which provide for the furnishing of technical services based upon the following;

- Direct labor hours at specified fixed hourly rates, including direct and indirect labor, overhead and profit.
- Expenses at cost.

The cost proposal shall contain "not to exceed" figures. Provide a fee schedule with a breakdown of rates for individual personnel and all reimbursable expenses. Provide mark-up percentage for all sub-consultants and identify all **reimbursable expenses**.

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.

- <u>Disclosure</u>: 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 Professional Service Agreement: The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix A, 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 No. 12 of this RFSQ below.

- <u>Checklist of Forms to Accompany Proposal:</u> As a convenience to Proposers, following
  is a list of the forms, <u>Appendix B</u> included in this SOQ, which should be included with
  Proposals:
  - 1. Vendor Application Form
  - 2. Company Profile & References
  - 3. Ex Parte Communications Certificate
  - 4. Disclosure of Government Positions
  - 5. Disqualifications Questionnaire

#### 2. Process for Submitting Proposals:

- <u>Content of Proposal:</u> The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- <u>Preparation of Proposal:</u> 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.
- 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. Fee proposal shall be submitted in a separate sealed envelope containing the following:
  - Cover letter stating the total lump sum fee.
  - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- Number of Proposals: Submit one original, three (3) hard copies plus one flash drive 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 flash drive copy, the original shall control.
- <u>Submission of Proposals</u>: Complete written Proposals must be submitted in sealed envelopes marked and received no later than 11:00 a.m. (P.S.T) on July 1, 2019 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.

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

RE: RFSQ No. 19-02 ON-CALL ENVIRONMENTAL, TECHNCIAL AND STAFFING CONSULTANT LIST

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

RFSQ Facilitator: Silvia Kennerson at silvia.kennerson@costamesaca.gov

The City reserves the right to amend or supplement this RFSQ prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site-Business-Bids & RFSQ's. Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than June 21, 2019. The City reserves the right not to answer all questions.

From the date that this RFSQ 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 RFSQ with any City employee other than the contracting officer listed above regarding this RFSQ. 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 RFSQ 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 RFSQ, to negotiate with any qualified source(s), or to cancel this RFSQ 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.
- Insurance & W-9 Requirements: Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - Insurance 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 Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - W-9 Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).
- 3. 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 responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. 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. Method of Approach ----- 25%

- 2. Qualifications of Experience ----- 35%
- 3. Staffing ---- 30%
- 4. Cost Proposal ---- 10%
- 4. 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 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. <u>Responsiveness Screening</u>: Proposals will first be screened to ensure responsiveness to the SOQ. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFSQ. 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. <u>Initial Proposal Review:</u> 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, are tentatively scheduled for the week of July 22, 2019 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's organization 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 organization. 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 RFSQ.

5. Protests: 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 City's Purchasing Department 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 that 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 City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

- **A. Procedure** All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- · A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.
- 6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's

discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:
  - Preparing Proposal in response to this RFSQ;
  - · Submitting that Proposal to the City;
  - Negotiating with the City any matter related to the Proposal; and.
  - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.
- 8. 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 RFSQ, 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 and costs 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.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFSQ. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFSQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFSQ Facilitator, regarding this RFSQ 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 B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. 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
- 11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent Proposer from acting on behalf of the City, the City requires that all Proposers Proposals any positions that they hold as directors, officers, or employees disclose in their entity. Additional disclosure may be required prior to contract award of any governmental Proposer shall disclose whether any owner or or during the term of the contract. Each 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, Appendix B.
- 12. Conditions to Agreement: The selected Proposer will execute a Professional Service 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 A to this RFSQ, which may be modified by the 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 RFSQ 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.

13. 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, Appendix B.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFSQ prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFSQ's. Proposers should check this web page daily for new information.

#### ATTACHMENT A

## SCOPE OF WORK FOR ON-CALL ENVIRONMENTAL, TECHNCIAL AND STAFFING CONSULTANT LIST

The Development Services Department/Planning Division staff is creating a **pre-qualified consultant list for a 5-year period**. This pre-qualified list will be referred to as the "on-call" list within this document. This on-call list will streamline the consulting selection process and overall project timeframe to expedite technical, environmental studies and/or staffing services. The on-call list will be active for **five years** and used by the City to fulfill any demands on future or existing projects for technical review and California Environmental Quality Act (CEQA) related analysis and/or staffing.

Consultants will be assisting the City of Costa Mesa in the development of and/or peer review of technical documents/studies for parking, traffic/transportation, noise and/or air quality. Consultants may also be responsible for the preparation of materials required as part of the initial environmental review process as well as Responses to Comments, **Attendance at Planning Commission and City Council public hearings related to the projects assigned to each Consulting firm may also be required.** The consultant shall provide a history of related projects/services performed by the company. Consultants selected to appear on this list will have demonstrated the firm's qualifications for technical consulting services.

A sample list of the types of projects that might be requested are listed below. Qualifications should show how each firm will be able to conduct the studies listed below:

Transportation/Traffic	Air Quality	Noise
Preparation or peer review of traffic	Peer review of	Peer Review of
study for proposed project	CEQA/Environmental	CEQA/Environmental
	Assessment	Assessment Reports
Preparation or Peer Review of		•
Parking study	Preparation or peer review of	
Peer review of CEQA	Greenhouse gas	
/Environmental Assessment	study	

#### COMPOSITION

While this on-call list is meant to serve the technical service needs for the City and streamline the contracting process for developer funded technical documents, the City reserves the right to circulate separate Requests for Proposals for projects exceeding \$50,000. Any firm on the on-call list is not precluded from these individual requests for proposals, but will be assessed by the same rubric as all other proposals.

#### **PROJECT ASSIGNMENT**

As technical services are needed, the City will request a proposal from consultants on the on-call list. This proposal will consist of:

#### **Project Specifics:**

- Scope of work
- Budget
- Name and resume for primary contact for the specific project
- Proof of current insurance policies

If the proposal meets the needs of the City, the prequalified consultant may be awarded the contract without further review of other applicants or other consultants on the on-call list.

Once a consulting firm is on the on-call list and has been contacted by the City of Costa Mesa requesting a proposal for a particular project, a brief project description will be provided to them from the City. The consultant has 14 calendar days to provide a complete proposal for that particular project. During that time, they may coordinate with the City for edits or comments, but at the close of the 14 day period, if a final proposal is not submitted, the budget is not suitable, or the scope of work does not meet the needs of the project the City reserves the right to select another consultant from the on-call list and begin the process again.

At this time, it is anticipated that contract awards to prequalified consultants on the list shall be for services in the range of \$5,000 to \$50,000. All contracts at and/or above \$50,001 shall require City Council approval.

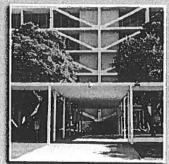
Please note that other related work may be required as requested by the City's project manager.

### EXHIBIT B CONSULTANT'S PROPOSAL



Statement of Qualifications





On-Call Environmental, Technical and Staffing **Consultant List** 

RFQ No. 19-02









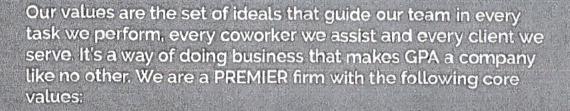




CONSULTING

### Company Values







P ROACTIVE - Identifying pitfalls and solutions to circumvent setbacks and thinking and responding outside traditional boundaries.



R ELIABLE - Taking responsibility to do what we say we are going to do when we say we are going to do it. Consistently providing accurate and useful products and service.



E MPLOYEE-FOCUSED - Creating professional development opportunities for individuals to achieve their potential and empowering employees to act independently.



M UTUALLY-RESPECTFUL - Recognizing the value of our clients, employees, and partners and working with them in a friendly and flexible manner.



- I NTEGRITY Consistently doing the right things for the right reasons and taking responsibility for our decisions and actions. Striving for continuous improvement in all that we do.
- E NJOYING LIFE Maintaining a healthy live-work balance. Doing what we love, and having FUN doing it.
- R ELATIONSHIP-BASED Working with our clients, employees, and partners through teamwork and open communication. our partners become our friends.



July 1, 2019 City of Costa Mesa Office of the City Clerk City Hall | 77 Fair Drive Costa Mesa, CA 92628

Subject: Statement of Qualifications for Consulting Services:

On-Call Environmental, Technical and Staffing Consultant List, 19-02

Dear Reviewers:

GPA Consulting (GPA) is pleased to submit this Statement of Qualifications (SOQ) to the City of Costa Mesa to prepare Environmental Assessments for upcoming Projects in accordance with the California Environmental Quality Act (CEQA). It is our understanding that the City is seeking to establish a list of firms/consultants to be available on an as-needed basis for the preparation of CEQA documentation and related technical studies.

Our team for this assignment will be led by Glenn Lajoie, AICP, Principal of GPA's CEQA practice and Ms. Starla Barker, AICP, Senior Associate. Mr. Lajoie will serve as the primary contact with the City of Costa Mesa. Mr. Lajoie and Ms. Barker have worked together for 17 years and have extensive experience managing and preparing CEQA environmental compliance documentation throughout Orange County and Southern California. The GPA environmental review team is well versed in CEQA analysis practices and is further supported by our in-house historic and biological resources team members, as well as our subconsultants which include Linscott, Law and Greenspan (transportation), Kimley-Horn Associates (air quality, energy, greenhouse gases, and noise), Duke CRM (cultural and tribal cultural resources), Q<sub>3</sub> (hydrology and water quality), Roux Associates (hazardous materials), and consultant Wendy Drummond (geology and soils).

GPA is a registered California Corporation and our team's qualifications are detailed in the attached submittal. Our approach outlines a collaborative process for preparation of a sound CEQA compliance document. We are proud of our history of working closely with public agencies to effectively navigate the environmental compliance process while being flexible and responsive. Our project management team is committed to successful completion of all projects, while ensuring the City's goals and expectations are met.

We look forward to the opportunity of working with the City of Costa Mesa on upcoming projects. I certify that GPA has the staff resources and capabilities to perform the required work and that we have reviewed and understand all elements of the RFQ. We are in agreement with the terms and conditions presented in the RFQ and attached sample agreement and are willing to enter into agreement with the City. Our proposal will be valid for 180 days following the date of submission with work being managed/completed from our Tustin Office. We appreciate your consideration. Please do not hesitate to contact me at (310) 792-2690 or Glenn Lajoie at glenn@gpaconsulting-us.com should you have any questions or would like additional information.

Andrea Galvin, President

Sincerely,

andrea@gpaconsulting-us.com | T: (310) 792-2690 | F: (310) 792-2696

2642 Michelle Drive, Suite 110, Tustin, CA 92780 | T: (310) 792-2690 | F: (310) 792-2696

### VENDOR APPLICATION FORM FOR

#### REQUEST FOR STATEMENT OF QUALIFICATIONS NO. 19-02 ON-CALL ENVIRONMENTAL, TECHNCIAL AND STAFFING CONSULTANT LIST

TYPE OF APPLICANT:	CURRENT VENDOR				
Legal Contractual Name of Corporation: Galvin Preservation Associates Inc.					
Contact Person for Agreement: Richard Galvin					
Corporate Mailing Address: 231 California Street					
City, State and Zip Code: El Segundo, CA 90245					
E-Mail Address: <u>richard@gpaconsulting-us.com</u>					
Phone: (310) 792-2690 ext. 102 Fax: (310) 792-2696					
Contact Person for Proposals: Glenn Lajoie					
Title: PrincipalE-Mail Address: _glenn@gpaconsulting-us.com					
Business Telephone: (310) 792-2690 ext. 153 Business Fax: (310) 792-2696					
ls your business: (check one)					
NON PROFIT CORPORATION	▼ FOR PROFIT CORPORATION				
ls your business: (check one)					
☒ CORPORATION	LIMITED LIABILITY PARTNERSHIP				
☐ INDIVIDUAL	SOLE PROPRIETORSHIP				
☐ PARTNERSHIP	UNINCORPORATED ASSOCIATION				

(Also list Names & Titles of persons with v		resolution to sign contracts	
Names	Title	Phone	
Andrea Galvin	President	(310) 792-2690 ext. 101	
Richard Galvin	Vice President	(310) 792-2690 ext. 102	
Federal Tax Identification Number: _			
City of Costa Mesa Business License Num	ber:		
(If none, you must obtain a Costa Mesa Bu	usiness License upor	n award of contract.)	
City of Costa Mesa Business License Expi		•	



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# BACKGROUND AND PROJECT SUMMARY SECTION

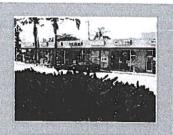
The City of Costa Mesa is requesting Statements of Qualifications (SOQ) to establish a pre-qualified list of environmental and technical consultants for projects requiring technical studies and/or environmental review. It is our understanding that technical studies may include traffic, air quality, noise and greenhouse gas assessments. Environmental review may include initial studies, negative declarations, mitigated negative declarations and environmental impact reports. All studies are to be prepared in accordance with the California Environmental Quality Act (CEQA) and the City of Costa Mesa's adopted guidelines for the implementation of CEQA. Future proposals would be requested from firms that have demonstrated the ability to perform tasks identified in the City's Request for Qualifications.

Serving as the prime consultant, GPA Consulting (GPA) is qualified in all facets of the environmental process, from preliminary planning and project initiation through permitting and mitigation monitoring. GPA is experienced in the preparation of CEQA documentation and is supported by a qualified team of subconsultants to provide technical expertise in the areas of air quality, cultural and tribal cultural resources, greenhouse gases, geology, hazardous materials, hydrology and water quality, noise, and traffic.









### II. METHOD OF APPROACH

### **APPROACH**

GPA Consulting views every project as a way to build long-lasting, meaningful working relationships with our clients. We excel in maintaining a clear line of communication with our clients, stakeholders, agencies, decision makers, and project team members to ensure projects are on budget and on schedule. We work with positive attitudes, teamwork, and shared determination while exhibiting professionalism in everything we do. Our mission is to help our clients with successful assignments in a professional, fun, environmentally responsible, and efficient manner.

Glenn Lajoie, AICP and Starla Barker, AICP, have extensive experience in providing environmental services pertaining to environmental compliance and documentation, and have a long history of providing both as-needed and on-call services for public sector clients. They have a broad resume of project experience in urban and rural communities, and have worked on several complex projects requiring technical expertise, creative solutions, and development of effective and workable mitigation. Mr. Lajoie and Ms. Barker are joined by a team of environmental planners and technical experts with the depth and experience to assist with any on-call request needed by the City; refer to Section V, Staffing, for a discussion of the project team, organization, and resumes.

Our approach emphasizes a team that is goal oriented. Our firm shares a collective expectation of upholding high standards, and we provide consistently accurate, legally defensible, and useful products. We draw upon our staff's collective experience to identify project needs and constraints early on to avoid unnecessary work efforts and project delays. All work involves a quality assurance review prior to submittal to our clients. At GPA, we believe that a well-structured approach to each project is imperative to maintaining high-quality products and meeting client needs. Task Order Management will be of the utmost importance to ensure project goals are met. Typical on-call contracts will follow our standard protocol to assess project requirements, including but not limited to:

- Project Kick-off
- Data Review and Research
- Project Definition and Approach
- Technical Studies and Environmental Analysis
- Regulatory Permitting



Our team understands that as Lead Agency, the City of Costa Mesa is responsible for preparing and approving CEQA documents. GPA will work side-by-side with City staff to ensure that the entire CEQA process is conducted in a comprehensive manner and will consider recent CEQA legislation and reviewing agency requirements.

### PROJECT MANAGEMENT

GPA Consulting will serve as an extension of City staff, providing the necessary technical support to ensure that City needs are met, and that projects are delivered in a timely manner. As Principal-in-Charge, Mr. Lajoie will be responsible for the day-to-day management and supervision of the environmental review work program and will be the direct point of contact to the City. Mr. Lajoie will be supported by Ms. Barker, who will further ensure supporting team members and resources are readily available and provide overall quality assurance.

Our objective is to provide premium service to our clients along with highly accurate technical documentation and impact determinations. As a result, our approach entails an efficient process to ensure that the documents are legally comprehensive, objective, technically accurate, and complete, while maintaining the schedule. Although we anticipate a smooth and seamless process, we also understand that projects have their challenges and issues sometimes arise. Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach is designed for consistent and regular interaction and communication between City staff, the GPA team, and other interested/responsible governmental agencies and parties, allowing for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between team members maintains the flow of data to satisfy needs, allows for timely response to any issues, and ensures the work program stays on track.

Throughout the environmental process, our Project Management Team will take an active role to maintain a clear line of communication with the City and facilitate the transfer of project information between the City and GPA team. Mr. Lajoie and Ms. Barker will attend meetings with City staff (and/or project applicants), as required, and be available as needed to discuss new or ongoing projects. Mr. Lajoie, Ms. Barker and appropriate supporting staff will also attend field meetings, project team meetings, and public meetings/hearings. Subconsultant team members will also be available, when necessary.

We view the project kick-off meeting as a key component to setting up the project for success. This meeting will serve as an opportunity to discuss expectations, responsibilities, and communication procedures. At project initiation, GPA will work with the City to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints. Throughout project development, we will review the status of all project tasks regularly to be sure that they are progressing within the scheduled timeframe.

Our Project Management Team will be proactive in communicating with the City regarding upcoming tasks so that the necessary preparations can be made, and the work is started on time. If issues arise that could result in schedule delays, we will make it a priority to coordinate as needed to find the necessary solutions to move the project forward. A monthly progress report will be



prepared that identifies the tasks accomplished, deliverables submitted, anticipated tasks/ progress for the next month, and any pending issues.

QUALITY ASSURANCE/QUALITY CONTROL

GPA consistently incorporates our company values of Quality, Integrity, and Reliability in all that we do. Mr. Lajoie will be responsible for coordinating the GPA team to ensure the environmental analysis is thorough and complies with CEQA requirements. He prides himself on being a "working manager" who conducts research, analyzes data, and writes sections, rather than simply directing others, and is eager to commit herself for this contract. Mr. Lajoie will oversee the project team and be responsible for ensuring GPA's successful completion of each task, as well as ensuring that the City's goals and expectations are being met.

Mr. Lajoie will work side-by-side with Ms. Barker and the GPA team to ensure implementation of our Quality Assurance/Quality Control (QA/QC) program. Documents will be prepared in a City-approved format and will undergo internal review to ensure they are high quality and in accordance with the standard of care in the industry. Our QA/QC program is a continuous process, involving review of all internal work products prior to submittal to the City. This process reduces the need for multiple reviews and revisions.

Mr. Lajole will review all internal and external work products and be responsible for overseeing and conducting any revisions. Mr. Lajole will review documents prior to formal submittal and provide an additional layer of review. Ms. Barker will also serve as a secondary contact to the City and be a resource if any issues arise.

Our team consistently demonstrates the highest ethical professional practices, representing the best interests of the City, while being dutiful to the public and project applicants. Ms. Barker and Mr. Lajoie are both members of the American Institute of Certified Planners (AICP) and are sworn to the AICP Code of Ethics and must maintain AICP certification through yearly continuing education and certification in planning practice, law, and professional ethics.

CONCEPTUAL WORK PROGRAM: ENVIRONMENTAL IMPACT REPORT

The GPA team will work with the City to prepare a detailed and accurate scope of work at project initiation, thereby avoiding unnecessary work and costly delays. The GPA team will leverage technical knowledge and experience with the CEQA process, and prior project experience, to avoid unnecessary studies, while ensuring that all appropriate analysis is conducted. The GPA team specializes in conducting environmental analysis for a variety of projects and consistently serves as an extension of Lead Agency staff, which allows us to conduct studies in an efficient manner and reduce the cost of preparation.

The following is a typical scope of work for preparation of an Environmental Impact Report. All technical studies and environmental documents will be completed by the GPA team in accordance with the adopted CEQA Guidelines and the City's adopted Guidelines and Procedures for Implementing CEQA. The work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Upon receipt of future RFPs from the City, the GPA team will provide a project-specific scope of work tailored for the project being proposed at that time.



### TASK 1.0 PROJECT SCOPING

## 1.1 PROJECT KICK-OFF

The kickoff meeting is a critical component of the project and will serve to initiate the work program, discuss the project features in greater detail, and confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications.

## 1.2 RESEARCH AND INVESTIGATION

GPA will obtain and review available referenced data for the project, including planning and policy documentation from the City, county, state, and federal agencies, and all other agencies that may be affected by the project.

# 1.3 CEQA INITIAL STUDY/NOTICE OF PREPARATION

GPA will prepare an Initial Study in accordance with the CEQA Guidelines and the City of Costa Mesa's adopted guidelines and procedures for implementing CEQA. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070.

Upon City approval of the Initial Study and the CEQA Notice of Preparation (NOP), GPA will publish and distribute the NOP and Initial Study to the State Clearinghouse and agencies and interested parties and post the NOP at the County Clerk. Comments received in response to the NOP will be evaluated by GPA during the preparation of the EIR.

### 1.4 SCOPING MEETING

A Scoping Meeting will occur during the 30-day NOP public review period. GPA will present the CEQA review process to the community. The presentation will be conducted in a manner that allows the community to gain a better understanding of the intent of CEQA, the process, and the key issue areas to be addressed in the EIR.

### TASK 2.0 ADMINISTRATIVE DRAFT EIR

### 2.1 EXECUTIVE SUMMARY

The Executive Summary will be presented in a columnar format and include a Project Summary, overview of project impacts, mitigation, and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved.

### 2.2 INTRODUCTION AND PURPOSE

The Introduction and Purpose will cite the provisions of CEQA, the CEQA Guidelines, and the City of Costa Mesa's CEQA Implementation Procedures for which the proposed project is subject.

### 2.3 PROJECT DESCRIPTION

The Project Description will detail the Project location and environmental setting, project background and history, project characteristics (construction and operation), project goals and objectives, discretionary actions, and required permits and approvals based on available information.



# 2.4 THRESHOLDS OF SIGNIFICANCE

Within each environmental topic subsection, a comprehensive description of the thresholds of significance for the environmental analysis will be described.

## 2.5 CUMULATIVE PROJECTS/ANALYSIS

In accordance with CEQA Guidelines Section 15130, the environmental review will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis.

# 2.6 ENVIRONMENTAL ANALYSIS

The Environmental Analysis section will address each environmental topical area determined to have the potential to result in a significant impact. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be considered. Environmental topical areas determined in the Initial Study to have no impact or a less than significant impact, will be identified and briefly discussed in the Effects Found Not to be Significant section of the EIR. Within each environmental issue subsection, the GPA team will discuss the existing environmental conditions, regulatory framework, and thresholds of significance specific to the environmental topical area, as contained in CEQA Guidelines Appendix G. The potential short- and long-term adverse effects of project implementation, as well as potential project-specific and cumulative adverse effects will be analyzed and measures to mitigate such effects will be identified. The analyses will be based upon available data, results from additional research, and an assessment of technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts, and Planners.

The environmental factors and typical scope of analysis is provided below. GPA will tailor the scope of the analysis based upon project-specific characteristics and environmental conditions.

### A. Aesthetics

GPA will address the potential for a project to result in aesthetic impacts under both short-term (construction) and long-term (operation) conditions. The analysis will consider visual impacts, the potential for a project to substantially degrade the exiting visual character and quality, the affects of lighting and glare and potential shade and shadow affects.

# B. Agriculture and Forest Resources

GPA will confirm whether Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) is present and whether a project would convert these uses to non-agricultural use.

### C. Air Quality

The assessment of air quality emissions will be conducted in accordance with the South Coast Air Quality Management District's (SCAQMD's) recommended methodologies set forth by the SCAQMD CEQA Air Quality Handbook. The analysis will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA).



# D. Biological Resources

GPA's in-house biologists will review available data on biological resources recorded within and near a project area, including all plant and animal species with the potential to be in the project area.

#### E. Cultural Resources

The analysis will address the potential for a project to cause a substantial adverse change in the significance of a historical, archaeological, or paleontological resource (although addressed here, paleontological resources will be discussed in Geology/Soils).

## F. Energy

A project's energy implications will be analyzed pursuant to Public Resources Code Section 21100(b)(3), State CEQA Guidelines Appendix F, and the recent State CEQA Guidelines Amendments. These statutes and guidelines require an EIR to describe, where relevant, a project's wasteful, inefficient, and unnecessary energy consumption.

# G. Geology/Soils

The analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards.

### H. Greenhouse Gas Emissions

The Greenhouse Gas (GHG) analysis will evaluate a project's potential contribution to the cumulative environmental effects of climate change and whether a project would affect the State's ability to achieve established GHG reduction goals. The analysis will discuss the potential global climate change impacts, the effects of GHG emissions, and history of GHG emissions regulations in California.

### I. Hazards and Hazardous Materials

Potentially hazardous materials within a project site will be reviewed, based on existing studies or new assessments prepared by our technical team. The analysis will be pursuant to the CEQA guidelines thresholds and will include a review of proposed construction activities and operations.

## J. Hydrology/Water Quality

Existing and proposed hydrology and water quality data will be reviewed for a project area. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and Federal requirements. The potential for a project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified.

### K. Land Use/Planning

A proposed project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. A proposed project will be reviewed in the context of land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an



environmental impact. The potential for the project to conflict with these plans, policies or regulations will be assessed.

### L. Mineral Resources

This section will address a project's potential to impact mineral resources.

#### M. Noise

A technical noise analysis will be prepared to determine project compliance with City noise standards and associated potential noise impacts. The analysis will include a baseline of existing conditions, review of construction noise, vibration and buildout noise conditions.

### N. Population/Housing

The analysis will consider the potential for a project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere.

### Public Services

Public service departments/agencies will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand on services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities.

#### P. Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve a proposed project will be assessed.

### Q. Transportation

The GPA team will study impacts of a project on the local roadway system, including trip generation, distribution and assignment on the study area circulation system. The GPA team will work in conjunction with City staff to ensure the analysis addresses any potential conflicts with the City's circulation system, including alternative modes of transportation, potential of a project to increase hazards sue to a geometric design feature or incompatible use, or result in inadequate emergency access.

SB 743 is fundamentally changing CEQA requirements for transportation assessment and has modified the transportation metric from level of service to Vehicle Miles of Travel (VMT). The GPA team understands the importance of this change to clients and has the capabilities to assist in quantifying VMT as needed to address SB 743 requirements and help the City establish significance criteria that would be used for upcoming assessments.

#### R. Tribal Cultural Resources

Under Assembly Bill 52 (AB 52), the City, as the lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with a project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. The GPA team will provide AB 52 Native American consultation assistance.



#### S. Utilities/Service Systems

Utility/service system providers will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed land uses and if capacity and supplies are available to support the increased demand and/or generation.

#### Τ. Wildfire

The discussion will identify whether a project site is in or near state responsibility areas or lands classified as very high fire hazard severity zones.

#### 2.7 GROWTH INDUCEMENT

This section will discuss ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The basis for analysis will be population and housing data for the City of Costa Mesa, California Department of Finance, U.S. Census and local and regional growth projections.

#### 2.8 ALTERNATIVES TO THE PROPOSED ACTION

Pursuant to CEQA Guidelines Section 15126.6, the EIR will identify a reasonable range of alternatives which could attain most of a project's objectives but would avoid or substantially lessen any of the significant events of a project.

#### 2.9 ADDITIONAL SECTIONS

GPA will provide additional EIR sections to meet CEQA and City requirements, including the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography.

### 2.10 GRAPHIC EXHIBITS

The EIR will include exhibits to enhance the written text and clarify a proposed project's environmental impacts.

#### **TASK 3.0** DRAFT ENVIRONMENTAL IMPACT REPORT

### SECOND ADMINISTRATIVE DRAFT EIR

GPA will respond to a consolidated set of comments from City staff on the Administrative Draft EIR. GPA will provide the Second Administrative Draft EIR with all revisions made in track changes to assist City staff's review of the document.

#### 3.2 COMPLETION OF THE DRAFT EIR

GPA will respond to a second set of comments on the Second Administrative Draft EIR. This task assumes that substantive comments will be raised as part of Task 3.1, above.



### 3.3 PUBLIC NOTICES

GPA will prepare the required CEQA public notices for the City's review. The notices will be distributed (via FedEx or U.S. Postal Service Certified Mail) to the State Clearinghouse and all responsible, trustee, and interested agencies, community groups, and individuals, and filed at the County Clerk.

### TASK 4.0 FINAL ENVIRONMENTAL IMPACT REPORT

The Final EIR will consist of the Comments and Responses section, the Mitigation Monitoring and Reporting Program, and the Errata, if necessary, to the Draft EIR.

# 4.1 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

GPA will prepare the Draft Findings and Statement of Overriding Considerations, if required, for City use in the Project review process. The Findings will be prepared in accordance with CEQA Guidelines Section 15091 and 15093 and in a City-specified format.

### TASK 5.0 PROJECT MANAGEMENT AND MEETINGS

### 5.1 PROJECT MANAGEMENT

Monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/ updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.

## 5.2 EIR MEETINGS AND HEARINGS

The GPA Project Manager and/or a designated Task Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The GPA team will participate in public hearings and make presentations, as necessary.

### **EXAMPLE ENVIRONMENTAL IMPACT REPORT SCHEDULE**

The following is a conceptual schedule for the preparation and processing of an EIR. A date-specific schedule will be provided subsequent to a kick-off meeting.

EIR Kickoff	Month 1
Notice of Preparation	Month 1
30-Day NOP Public Review	Months 1 – 2
Prepare Technical Studies	Months 1 – 2
EIR Scoping Meeting	Month 2
Administrative Draft EIR Preparation	Months 1 – 4
Review of Administrative Draft EIR	Month 5



Preliminary Draft EIR Preparation by GPA	Month 5
Review of Preliminary Draft EIR	
Complete, Publish, and Circulate Draft EIR	
45-Day Public Review Period	
Hearing during the Draft EIR Review to Receive Comments	
GPA prepares Responses to Comments	
Review of Responses to Comments	
GPA prepares Administrative Final EIR	
Review of Administrative Final EIR	
Complete, Publish, and Circulate Final EIR	
Certification Hearings	

CONCEPTUAL WORK PROGRAM:

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The following is a typical scope of work for preparation of an Initial Study/Mitigated Negative Declaration. All technical studies and environmental documents will be completed by the GPA team in accordance with the adopted CEQA Guidelines and the City's adopted Guidelines and Procedures for Implementing CEQA. The work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Upon receipt of future RFPs from the City, the GPA team will provide a project-specific scope of work tailored for the project being proposed at that time.

#### **TASK 1.0** PROJECT INITIATION

The kickoff meeting is a critical component of the project and will serve to initiate the work program, discuss the project features in greater detail, and confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. GPA will coordinate with Costa Mesa City staff to identify the meeting participants. In order to guide the meeting, GPA will review the Project application and any additional materials and identify information needs. We will provide an agenda and detailed memorandum prior to the meeting. Following the meeting, meeting minutes and action items will be summarized in a memorandum and distributed to the team. Upon receipt of detailed project information, GPA will draft a project description and schedule.

#### **TASK 2.0** CEQA INITIAL STUDY/ASSESSMENT

GPA will prepare an Initial Study in accordance with the CEQA Guidelines and the City of Costa Mesa's adopted guidelines and procedures for implementing CEQA. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The analysis will address each of the topical environmental factors presented in the conceptual EIR work program, beginning on page 6 of this SOQ.



### TASK 3.0 ADMINISTRATIVE DRAFT INITIAL STUDY

GPA will submit the Administrative Draft Initial Study for review and comment by the City. GPA will respond to a consolidated set of comments from City staff on the Administrative Draft Initial Study. GPA will provide the Second Administrative Draft Initial study with all revisions made in track changes to assist City staff's review of the document.

### TASK 4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared for the 30-day public review period. GPA will prepare the Notice of Intent to Adopt (NOI) and facilitate distribution of the NOI to the City approved distribution list and file the notice with the State Clearinghouse and County Clerk.

### TASK 5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

### 5.1 RESPONSES TO COMMENTS

If necessary, GPA will respond to comments received on the Draft MND during the public review period.

### 5.2 MITIGATION MONITORING AND REPORTING PROGRAM

GPA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation.

### 5.3 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

If required, GPA will prepare an Errata to the Public Review Draft IS/MND for City review and approval. The Errata will be a stand-alone document identifying any revised text in strikethrough and underline, as necessary to address comments received on the Draft document.

### 5.4 NOTICE OF DETERMINATION

GPA will prepare and file the Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five (5) days of MND adoption.

# TASK 6.0 PROJECT MANAGEMENT AND MEETINGS

### 6.1 PROJECT MANAGEMENT

Monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.



### 6.2 PROJECT MEETINGS AND HEARINGS

GPA will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The GPA team will participate in public hearings and make presentations, as necessary.

# **EXAMPLE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION SCHEDULE**

The following is a conceptual schedule for the preparation and processing of an initial study/mitigated negative declaration. A date-specific schedule will be provided subsequent to a kick-off meeting.

Project Kick-off and Characteristics	Week 1
Draft Project Description Preparation	Week 1
Prepare Technical Studies	Weeks 1 – 8
City Review of Draft Project Description	Week 1
GPA prepares Administrative Draft IS/MND	Weeks 2 – 10
City Review of Administrative Draft IS/MND	Week 11
GPA completes Draft IS/MND	Week 12
City review of Check Copy Draft IS/MND	Week 13
Print and distribute Public Review IS/MND	Week 14
30-Day Public Review	Weeks 14 – 18
GPA prepares Final IS/MND	Week 19
Print and distribute Final IS/MND	Week 20
Hearing	ТВD

### OUTSOURCING OF SERVICES

If GPA has any openings or needs to hire staff to accommodate the City's task orders, GPA will initially contact the City, in order to make contact and consider former employees of the City who have been displaced due to layoff or outsourcing of services. GPA will request a listing from the City of former employees who have the skills necessary to perform the services. Depending on the number of qualified individuals, GPA will conduct a maximum of four interviews, per position. If the candidates meet the necessary qualifications and GPA deems them a good candidate for the position, we will hire them with the intention of retaining them even after the work with the City is complete.









### III. QUALIFICATIONS AND EXPERIENCE

#### FIRM BACKGROUND

Founded in 2003, Galvin Preservation Associates Inc. (dba GPA Consulting) is a certified woman-owned (WBE), disadvantaged (DBE), and small business enterprise (SBE) registered as a California Corporation. GPA employs over 50 environmental planners, biologists, architectural historians, administrative staff, and Geographic Information Systems analysts; who work in one of our five offices in El Segundo (headquarters), Los Angeles, Sacramento, Tustin, and Ventura. GPA is dedicated to delivering quality, personalized, multi-disciplinary services to a variety of municipalities, private-sector clients, and state and federal agencies. Our specialties include environmental planning, biology studies, and historic preservation.

### QUALIFICATIONS

For over 15 years, our in-house Environmental Services staff has provided clients throughout California with a full range of CEQA and NEPA services, including: Initial Studies; Negative Declarations and Mitigated Negative Declarations; Environmental Impact Reports; Environmental Assessments; Mitigation Monitoring and Reporting Programs; public participation programs; public noticing; Statements of Overriding Conditions; Findings; and special studies. GPA is fully capable of providing the City with legally defensible, technically sound, cost efficient, and timely CEQA documentation from start to finish.

GPA's practice includes all facets of the CEQA process, from determining whether the activity is considered a "project" under CEQA through required filings with local or state agencies. GPA is also experienced with permitting and mitigation monitoring following approval of the CEQA document. With an extensive background in preparing and coordinating the CEQA process for public agencies, GPA is in a position to determine which technical studies will be required

### OFFICE LOCATIONS

T: (310) 792-2690 F: (310) 792-2696

### **Local Office:**

2642 Michelle Drive, Suite 110 Tustin, CA 92780 Where work will be performed Office Opened in February 2019

## Corporate Office: 231 California Street

El Segundo, CA 90245

## **Branch Offices:**

617 S. Olive Street, Suite 910 Los Angeles, CA 90014

305 S. Kalorama Street, Suite B Ventura, CA 93001

2600 Capitol Avenue, Suite 100 Sacramento, CA 95816

### **OFFICERS**

Andrea Galvin, President (310) 792-2690, extension 101 andrea@gpaconsulting-us.com 231 California Street El Segundo, CA 90245

Richard Galvin, Vice President (310) 792-2690, extension 102 richard@gpaconsulting-us.com 617 S. Olive Street, Suite 910 Los Angeles, CA 90014



in order to produce legally defensible environmental documents. In addition, GPA's background includes working as an extension of City staff to complete outreach efforts for CEQA compliance, provide peer reviews on various CEQA documents, support the preparation of staff reports, and attend scoping or other public meetings as required.

### **TEAMING PARTNERS**

To supplement our in-house capabilities, we have teamed with qualified subconsultants based on a long history of working together to prepare technical studies. GPA is joined by Linscott, Law and Greenspan (Transportation), Kimley-Horn Associates (Air Quality, Energy, Greenhouse Gas, Noise), CRM Duke (Cultural Resources), Q<sub>3</sub> Consulting (Hydrology/Water Quality), Roux Associates (Hazardous Materials) and Wendy Drummond (Geology).

LINSCOTT, LAW & GREENSPAN I Transportation Years Working Together: 15



Linscott, Law and Greenspan (LLG) is a well-respected firm of medium size, comprised of dedicated professionals who serve clients on a wide variety of traffic and transportation issues. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering, or both. Their diverse experience and expertise enable us to provide services to both public agencies and the private sector. Project organization is structured so that Principals and Senior Staff maintain

direct involvement from project initiation to completion, ensuring a quality product that is clear, easily understood, and will support the City's needs and the public review process. LLG maintains four fully staffed offices in Irvine, Pasadena, Woodland Hills and San Diego. The Irvine office will primarily work on this engagement, with resources available from the Pasadena, Woodland Hills and San Diego offices if and when support is needed. Please note that Linscott, Law & Greenspan, Engineers, is a DBA for LG2WB Engineers, Inc., a California corporation. Further note that LLG is also a certified Small Business Enterprise (SBE).

KIMLEY-HORN ASSOCIATES I Air Quality/Energy/Greenhouse Gas/Noise Years Working Together: 14

Kimley Horn

Noise, vibration, and air quality issues present major challenges to projects of all kinds, not just for the developer, but for the health and well-being of society and the environment. As a result, local, state, and federal regulations related to these environmental disturbances have increased in number and stringency—with significant potential effects on your project. Kimley-Horn Associates (KHA) recognizes that noise, vibration, and air analyses are an integral part of transportation, commercial, industrial, and residential development. With decades of field experience, their team of environmental scientists offers a broad spectrum of air and noise services, including acoustical analysis for environmental impact reports/statements (CEQA/NEPA), noise studies, architectural and structural acoustics for compliance, industrial and commercial noise control engineering and compliance monitoring, site selection and feasibility studies, MOVES and CAL3QHC modeling, and expert testimony.



DUKE CRM | Cultural Resources Years Working Together: 10



Duke CRM provides private and public clients with the highest quality archaeological, historical, and paleontological consulting services. Duke CRM staff are experts in CEQA, NEPA, and the National Historic Preservation Act

(NHPA, Section 106). They have vast experience on several thousands of projects working with many federal and state agencies, including California Energy Commission (CEC), Caltrans, FHWA, State Historical Preservation Office (SHPO), Army Corps of Engineers (ACOE), Federal Railroad Administration (FRA), Bureau of Land Management (BLM), United States Forest Service (USFS), Department of Water Resource (DWR), and the State Water Resources Control Board (SWRCB), to name a few.

Q3 CONSULTING | Hydrology/Water Quality Years Working Together: 17

Q<sub>3</sub> Consulting was created by three engineers providing the highest quality services in the stormwater field and is a certified small business. Successfully working together for over 17 years, it became apparent that their individual specializations and comprehensive knowledge of the field formed a solid foundation for Q<sub>3</sub>. Each with over 20-years of experience, the principals of Q<sub>3</sub> bring an extensive background in the planning, analysis, and design of comprehensive flood control engineering and stormwater management projects throughout Southern California. Specific to Orange County, Q<sub>3</sub> has extensive experience and knowledge of the region's hydrology and water quality criteria as well as its regional drainage facilities having completed numerous stormwater projects in Orange County.

ROUX ASSOCIATES, INC. | Hazardous Materials Years Working Together: 10

Roux Associates, Inc. (Roux) is an employee-owned company with over 300 environmental professionals in a variety of science and engineering disciplines. The Roux organization applies sophisticated scientific, technical, and managerial resources to develop and implement effective, efficient, sustainable solutions. In short, they solve their clients' most challenging environmental problems. Roux has been in business for more than 35 years and services include environmental site assessment, remediation and compliance, litigation, economic analysis, insurance technical support, and a renowned wetlands practice.

WENDY DRUMMOND CONSULTING | Geology and Soils Years Working Together: 1

Ms. Drummond has 30 years of experience in the field of engineering geology in the western United States. Her work includes the Investigation of geologic and seismic hazards, slope stability evaluations, and forensic geology. Ms. Drummond has performed numerous detailed investigations of landslides, active and potentially active faults, as well as distress investigations and seismicity studies. Typical projects include the preparation of geologic maps, site characterization, landslide identification, evaluation of recency, frequency and amount of fault rupture, earthquake hazard assessment, slope stability evaluation, and recommendations for mitigation measures.



### EXPERIENCE

Having recently joined GPA, Glenn Lajoie and Starla Barker bring 33 and 17 years, respectively, of managing and preparing NEPA and CEQA environmental compliance documentation for a variety of planning and development projects including, General Plans, Specific Plans, residential, commercial, mixed-use, hotel, office, industrial, and recreation development for urban, rural, and coastal communities. Representative project descriptions that would be similar to the scope of work that may be requested by the City of Costa Mesa are provided below that highlight our capabilities related to environmental documentation.

Agency:

City of Lancaster

**Project Description:** 



City of Lancaster On-Call Environmental Services. While at Michael Baker, Glenn Lajoie serving as Project Director and/or Project Manager and Starla Barker serving as Project Manager and/or Environmental Analyst, have provided on-call environmental services for 30 years and 15 years, respectively, for a variety of projects requiring CEQA and/or NEPA clearance documentation. Projects include: Avanti South Specific Plan EIR; Kensington Campus EA; Downtown Lancaster Specific Plan EIR, Lancaster 2030 General Plan EIR; North Downtown Neighborhood Revitalization/Transit Village Plan EIR/EA; Northeast Gateway Corridors EIR; Arbor Gardens Housing EA; 40-Unit Housing EA; Jamboree Housing EA; Mental Health Association EA; Lancaster Capital EIR; Del Sur Ranch EIR.

Contact:

Ms. Jocelyn Swain, Principal Planner 44933 Fern Avenue, Lancaster, CA 93534

Phone: (661) 723-6249 | Email: Jswain@cityoflancasterca.org

Agency:

City of Burbank

**Project Description:** 



City of Burbank Environmental Services. While at Michael Baker, Glenn Lajoie serving as Project Director and Starla Barker serving as Project Manager, have provided environmental services for 8 years for a variety of projects requiring CEQA clearance documentation. Projects include: Media Studios EIR; AC Hotel IS/MND; Nickelodeon Office Building IS/MND; 550 N. Third Street Mixed Use IS/MND; International School of Los Angeles/Lycee International de Los Angeles (1105 N. Riverside Drive) IS/MND.

Contact:

Mr. Federico "Fred" Ramirez, Assistant Community Development Director

150 N. Third Street, Burbank, CA 91502

Phone: (818) 238-5273 | Email: framirez@burbankca.gov



City of Long Beach

Project Description:



City of Long Beach On-Call Environmental Services. While at Michael Baker, Glenn Lajoie serving as Project Director and/or Project Manager and Starla Barker serving as Project Manager and/or Environmental Analyst, have provided on-call environmental services for 20 years and 15 years, respectively, for a variety of projects requiring CEQA and/or NEPA clearance documentation. Projects include: 20th Street/Walnut Avenue Avenue/Alamitos Intersection Improvements Compliance, 207 Seaside Way Project IS/MND, 442 West Ocean Boulevard Project IS/MND, 2300 Redondo Avenue Project IS/MND, Alamitos Battery Energy Storage System IS/MND, Alamitos Park CEQA/NEPA Clearance, Downtown and Central Long Beach Redevelopment Plans Master EIR, East 20th Street/Walnut Avenue/Alamitos Avenue Intersection Improvement Project NEPA Clearance, East Division Police Substation IS/EA, Long Beach Municipal Urban Stormwater Treatment (MUST) Project IS/MND, Naples Seawall Interim and Long Range Repair IS/MND, Oceanaire Apartment Project IS/MND, Pacific Coast Highway/2nd Street Improvement IS/MND, River Avenue Storm Drain Improvements Project IS/MND and EA, Safran Senior Housing Project EA, Shoreline Gateway EIR, Under Ocean Floor Seawater Intake and Discharge Demonstration Project CEQA/NEPA Review.

Contact:

Ms. Linda Tatum, FAICP, Director of Development Services

333 West Ocean Boulevard, Long Beach, CA 90802

Phone: (562) 570-6428 | Email: Linda.Tatum@longbeach.gov

Agency:

City of El Segundo

Project Description:



City of El Segundo Environmental Services. While at Michael Baker, Glenn Lajoie serving as Project Director and/or Project Manager and Starla Barker serving as Project Manager and/or Environmental Analyst, have provided on-call environmental services for 15 years and 10 years, respectively, for a variety of projects requiring CEQA and/or NEPA clearance documentation. Projects include: 500 S. Douglas Street and 2330 Utah Avenue Project IS/MND, Cambria Suites Hotel IS/MND, Equinix Data Center Project - EA 893 IS/MND and Addendum, Hampton Inn & Suites IS/MND, El Segundo Media Center IS, Nash Street Data Center IS/MND, Park Place Extension and Grade Separation EIR/EA, Queen Esther Square Shopping Center Project (EA 912, CUP 11-02, and ADJ 11-01) 600-630 North Sepulveda Boulevard IS/MND, El Segundo (Raytheon) South Campus Specific Plan EIR, T5 Data Center Expansion Project - EA 971 IS/MND, The Lakes Specific Plan and Topgolf Project EIR.



Contact:

Mr. Masa Alkire, Principal Planner

Mr. Alkire was at the City of El Segundo when services were

performed.

455 North Rexford Drive, 1st Floor, Beverly Hills, CA 90210 Phone: (310) 285-1135 | Email: malkire@beverlyhills.org

Agency:

City of Rancho Palos Verdes

**Project Description:** 



City of Rancho Palos Verdes Environmental Services. While at Michael Baker, Glenn Lajoie serving as Project Director has provided environmental services for 25 years for a variety of projects requiring CEQA and/or NEPA clearance documentation. Projects include: Long Point (Terranea) Resort Project EIR, Crestridge Senior Villas and Palos Verdes Peninsula Senior Center EIR, Marymount College Facilities Expansion EIR.

Contact:

Mr. Ara Mihranian, Director of Community Development 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275

Phone: (310) 544-5287 | Email: aram@rpvca.gov

Agency:

**Cambria Community Services District** 

**Project Description:** 



Cambria Community Services District On-Call Services. While at Michael Baker, Glenn Lajoie serving as Project Director provided consulting services for over 30 years for a variety of projects requiring CEQA and/or NEPA clearance documentation. Projects include: Cambria Emergency Water Supply Project IS/MND, Residential Buildout Reduction Study, Cambria Community Services District Lot Reduction Study, Santa Rosa Creek Trail and Restoration Project IS/MND, Crosstown Trail Project IS/MND, West Ranch Water Pipeline Project IS/MND, Cambria Desalination Facility EIR, Pine Knolls Water Tank Replacement Project IS/MND, Stuart Street Water Tank Project IS/MND, Cambria Sustainable Water Facility Project EIR, Water Master Plan Program EIR.

Contact:

Ms. Monique Madrid, Acting General Manager

PO Box 65, Cambria, CA 93428

Phone: (805) 927-6223 | Email: mmadrid@cambriacsd.org



City of Costa Mesa

Project Description:



West 17th Street and Superior Avenue Live/Work Project IS/MND. Members of the GPA team prepared the IS/MND for the West 17th Street and Superior Avenue Live/Work Project. The approximately 1.5 net acre project site is located south of 17th Street and west of Superior Avenue in the southernmost portion of the City of Costa Mesa. The project proposed to demolish existing onsite structures, pavement, and driveways, and construct a 29-unit live/work development designed in duplex, three-plex, and four-plex clusters. The development includes attached three-story units with roof decks, two-car garages and open parking areas, commercial "work" spaces on the ground floor, and living space and bedrooms on the upper levels. The project would also remove interior fencing and existing power poles to accommodate the proposed uses. Key issues addressed included: air quality, hazards and hazardous materials, land use, noise, and traffic and transportation.

Contact:

Mr. Antonio Gardea, Senior Planner

Mr. Gardea was at the City of Costa Mesa when services were

performed.

415 Diamond Street, Redondo Beach, CA 90277

Phone: (310) 318-0637 | Email: Antonio.gardea@redondo.org

Agency:

City of Costa Mesa

Project Description:



Anchor Live/Work Project 1527 Newport Boulevard IS/MND. Members of the GPA team prepared the Initial Study/Mitigated Negative Declaration for the Anchor Live/Work Project in the City of Costa Mesa. The project involves a 40-unit live/work development at 1527 Newport Boulevard. The site has been an existing mobile home/recreational vehicle park. The Project consisted of the development of 40 live/work units with a total gross density of 21 units per acre and a FAR of 1.0. The buildings are designed in three-plex and four-plex clusters. The development included attached three-story development with roof decks, two-car garages and open parking areas, commercial "work" space on ground floor, and living space and bedrooms at upper levels. A total of 80 garage parking spaces and 40 open parking spaces were proposed (120 parking spaces or 3 spaces per unit).

Contact:

Mr. Mel Lee, Senior Planner

77 Fair Drive, Costa Mesa, CA 92626

Phone: (714) 754-5611 | Email: mel.lee@costamesaca.gov



**Project Description:** 



### Award:

2011, American
Planning Association
(APA), Orange County
Section, Outstanding
Planning Award,
Comprehensive
Planning - Small
Jurisdiction

City of Buena Park

Buena Park General Plan Update and EIR. While at Michael Baker, Glenn Lajoie serving as Project Director and Starla Barker serving as Project Manager prepared the Buena Park 2035 General Plan Update and Program EIR. The 2035 General Plan uniquely responds to Buena Park's desire to maintain and protect its residential communities and distinct heritage, while at the same time allowing for the City to promote itself as a tourist destination. The General Plan Update began with a community outreach process, resulting in the creation of a 25 year vision statement that is directly reflective of the priorities identified by the community. The 25 year vision provided a comprehensive vision and image for the future of Buena Park over the next 25 years and served as the foundation for the General Plan goals and policies. The work program involved close collaboration with city staff, including staff summits with key department heads to review existing goals and policies as a group and provide direction as to changes or needs.

The General Plan identified key focus areas that the City anticipates will have the highest likelihood of change through redevelopment and new development over the life of the General Plan. Through integration of higher density residential, concentrations of mixed use, and improved mobility connections, these areas will help manage the anticipated growth of the City's population, new households, improved retail/ commercial centers, and areas of employment. These areas represent opportunities for the city to build upon existing successes and planned improvements, as well as opportunities to identify new visions for growth. Understanding that these areas occur along some of the most prominent corridors and gateways in the city, it was important to clearly define the desired character and vision for these areas. In addition to text descriptions, the 2035 General Plan creatively incorporates land-use snapshots with call-outs, photographs, case studies, renderings, three-dimensional illustratives, and graphic exhibits to visually convey the desired vision for each of the focus areas. and for the community at large. The Buena Park 2035 General Plan and EIR were adopted in December 2010.

Contact:

Mr. Joel Rosen, Community Development Director

6650 Beach Boulevard, Buena Park, CA 90622

Phone: (714) 562-3616 | Email: jrosen@buenapark.com



City of Mission Viejo

Project Description:



Mission Viejo Medical Center EIR. While at Michael Baker, Glenn Lajoie serving as Project Director and Starla Barker serving as Project Manager prepared the Environmental Impact Report for the Mission Vieio Medical Center Project located within the City of Mission Viejo, California. The Mission Viejo Medical Center Project consists of the construction of a four-story, 110,000 square-foot medical office building, and associated five level parking structure on a 3.76-acre site, currently comprised of surface parking for the Shops at Mission Viejo, a portion of Shops Boulevard, and a landscaped hillside. Potential services to be provided at this facility include imaging, outpatient surgery, gastrointestinal laboratory, oncology, orthopedics and sports medicine, cardiology and cardiac rehabilitation, primary care, eye care, lab services, pharmacy, etc. The existing private roadways that extend from Medical Center Road and Marguerite Parkway would generally remain within the same locations; however, the roadways would be reconstructed as the site is graded to accommodate the project. Key project issues included aesthetics, traffic, air quality; greenhouse gas emissions; noise; geology and soils; hydrology and water quality; and public services and utilities.

Contact:

Mr. Larry Longenecker, AICP, Planning and Economic Development Manager

200 Civic Center, Mission Viejo, CA 92691

Phone: (949) 470-3053 | Email: llongenecker@cityofmissionviejo.org

Agency:

City of Fountain Valley

**Project Description:** 



Hyundai Motor America - North American Corporate Campus Project EIR. While at Michael Baker, Glenn Lajoie served as Project Director and Starla Barker served as Senior Environmental Analyst for the Hyundai Motor America North American Corporate Campus Project EIR. The project proposed to demolish Hyundai's existing headquarters in Fountain Valley and replace it with an expanded corporate campus with primary components that include an office building, a technical services building, a five-level parking structure, and surface parking. The proposed project included a total of 469,700 square feet of combined office and technical service area and 2,000 parking spaces (1,574 within the parking structure and 426 surface spaces). The facility serves as Hyundai's North American corporate headquarters and accommodates administrative/executive and technical/research and development functions. Key issues addressed within the EIR included aesthetics/light and glare, air quality, geology and soils, GHG, noise, and traffic. The analysis considered potential construction-related and



operational impacts to existing single-family residential receptors that are located adjacent to the project site.

Contact:

Mr. Temo Galvez, Deputy City Engineer

10200 Slater Avenue, Fountain Valley, CA 92708

Phone: (714) .593-4517 | Email: Temo.galvez@fountainvalley.org

Agency:

City of Palmdale

Project Description:



Palmdale Housing Element Update, General Plan Amendment, Zone Change, Zoning Ordinance Amendment and Specific Plan Amendment EIR. While at Michael Baker, Glenn Lajoie, AICP, serving as Project Director and Starla Barker, AICP, serving as Project Manager, prepared the EIR for the Palmdale Housing Element Update, which included a General Plan Amendment (GPA) 11-03, Zone Change (ZC) 11-01, Zoning Ordinance Amendment (ZOA) 11-05, and Specific Plan Amendment (SPA) 11-01. The project proposed a GPA 11-03 to amend the Land Use and Housing Elements of the City's General Plan to accommodate units assigned to the City under the 2006-2014 Regional Housing Needs Allocation. GPA 11-03 included new policies within the Land Use Element associated with new medium-high- and high-density residential land use designations and amended the General Plan Land Use Map identifying the boundaries of a new medium-high- and highdensity residential land uses. ZC 11-01 amended the City of Palmdale Zoning Map to identify the boundaries of the new R-4 (30) (High Density Residential, minimum of 30 dwelling units per acre) and R-4 (50) (High Density Residential, minimum of 50 dwelling units per acre) zone. ZOA 11-05 amended various sections of the Zoning Ordinance, including; a new Article 45 creating the R-4 zone. SPA 11-01 amended the permitted density within Neighborhood Zone C of the Palmdale Transit Village Specific Plan from 25-40 dwelling units per acre to 30-40 dwelling units per acre. Implementation of the proposed project is anticipated to result in a net increase of 13,001 dwelling units throughout the City and the potential construction of 16,039 new units. Key environmental issues include traffic, air quality, greenhouse gas emissions, noise, and public services and utilities.

Contact:

Ms. Susan Koleda, Director of Community Development Ms. Koleda was at the City of Palmdale when services were performed.

1327 Foothill Boulevard, La Canada Flintridge, CA 91011 Phone: (818) 790-8881 | Email: skoleda@lcf.ca.gov



### LOCAL COMMUNITY SUPPORT

GPA takes pride in giving back to our local communities and we have developed a Philanthropy Committee for local community projects. This committee organizes activities that give back to the community-at-large or that supports other existing philanthropic groups whose mission is in alignment with GPA's mission and company values. Some of our past charity-based events included donating professional attire to the homeless that are re-entering the workforce, adopta-family during the holidays, planting trees, providing needed supplies to animal shelters, participating in beach cleanups, charity Fun Runs to support various organizations (such as supporting the Los Angeles River), and staff have also volunteered to help build a house with Habitat for Humanity.





## IV. FINANCIAL CAPACITY

GPA has included our latest audited Financial Statement, which is confidential, as Appendix B in the original submittal and in a separately sealed envelope with our Cost Proposal per the Request for Statement of Qualifications 19-02 and the Questions and Answers for On-call Environmental, Technical and Staffing Consultants List (Item 21).

### V. STAFFING

### **COMPANY PERSONNEL**

The GPA team is comprised of an exceptional group of professionals with the capabilities to react to the diverse range of projects that could arise. Our team members have a long history of providing technically accurate CEQA documentation and can mobilize quickly and cost-efficiently. GPA's approach emphasizes the role of a strong project manager in coordinating all activities and participants. Our Management Team will provide close coordination with the City to ensure the overall success of a project.



# Glenn Lajoie, AICP I Project Director I GPA Consulting



T: (310) 792-2690 ext. 153 F: (310) 792-2696 glenn@gpaconsulting-us.com

### **EDUCATIONAL BACKGROUND:**

- M.P.A., Public Policy and Administration, California State University, Long Beach, 1992
- B.A., Geography/Urban Studies, California State University, Long Beach, 1985

YEARS OF EXPERIENCE: 33

### LICENSES/CERTIFICATIONS:

 American Institute of Certified Planners, 1994, Certification No. 087288

#### PROFESSIONAL AFFILIATIONS:

 American Planning Association (APA)

Mr. Lajole is a Principal Planner and Environmental Manager at GPA's Tustin office. With over 33 years of experience in the profession, Mr. Lajoie has a diverse background in the Planning and Environmental Analysis practice and provides a senior leadership perspective for the GPA offices. He is a recognized leader in CEQA and NEPA compliance, which includes EIR's, Negative Declarations, as well as policy planning documents involving General Plans, Specific Plans, neighborhood studies and due diligence analysis. Mr. Lajole's primary responsibilities include management of projects, quality assurance, staff mentoring and instruction, budget management, business development and strategic assistance for our network of clients. He has an extensive background with local and regional agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and desalination project reviews in the Community of Cambria; downtown high-rise and mixed use proposals in Long Beach; city center and neighborhood revitalization opportunities in Lancaster; buildout of the City's Business Park Master Plan in Cypress: over two million square-foot expansion of the Raytheon Corporate facility in El Segundo; campus modernization and enhancement projects at the University of California, Riverside; and the master plan for the beautification and growth at the Hotel del Coronado. Mr. Lajoie has served in multiple roles with each assignment.

- Lancaster On-Call Environmental/CEQA Review, Lancaster, CA. Project Director/Project Manager.
- Burbank Environmental Services, Burbank, CA. Project Director.
- Long Beach On-Call Environmental/CEQA Review, Lancaster, CA. Project Director/Project Manager.
- Rancho Palos Verdes Environmental/CEQA Review, Rancho Palos Verdes, CA. Project Director.
- Cambria Community Services District On-Call Environmental Services, Cambria, CA. Project Director.
- El Segundo Environmental/CEQA Review, El Segundo, CA.
   Project Director.



# Starla Barker, AICP | Senior Project Manager | GPA Consulting



T: (310) 792-2690 ext. 154 F: (310) 792-2696 starla@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

- Masters, Urban and Regional Planning, California State Polytechnic University, Pomona
- B.A., Business Economics, University of California at Riverside

YEARS OF EXPERIENCE: 17

### LICENSES/CERTIFICATIONS:

 American Institute of Certified Planners, 2009, No. 024079

#### PROFESSIONAL AFFILIATIONS:

 American Planning Association (APA) Ms. Barker received her master's degree in urban and regional planning from California State Polytechnic University. Pomona, specializing in community development and environmental planning. At GPA Consulting, Ms. Barker's primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declarations, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents, including General Plans, Specific Plans, and Hazard Mitigation Plans. Project responsibilities typically include project management of planning and environmental documents for compliance with CEQA/NEPA, as well as technical review and management of General Plan, Hazard Mitigation Plans and CEQA/NEPA work programs and participation in public outreach programs. Utilizing her experience in community planning, Ms. Barker is also regularly involved in land use and policy planning projects and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Ms. Barker has managed a wide range of projects with emphasis in General Plans, urban infill, downtown, and redevelopment projects.

- AC Hotel IS/MND, Burbank, CA. Project Manager.
- Avanti South Specific Plan EIR, Lancaster, CA. Project Manager.
- Downtown Lancaster Revitalization Specific Plan and EIR, Lancaster, CA. Project Manager.
- General Plan and EIR, Buena Park, CA. Project Manager.
- Historic Downtown Upland Specific Plan EIR, Upland, CA.
   Project Manager.
- Media Studios EIR, Burbank, CA. Project Manager.
- Mission Viejo Medical Center EIR, Mission Viejo, CA. Project Manager.
- Palmdale Housing Element Update, General Plan Amendment, Zone Change, Zoning Ordinance Amendment, and Specific Plan Amendment EIR, Palmdale, CA. Project Manager.
- Rancho Santa Margarita General Plan Update and EIR, Rancho Santa Margarita, CA. Project Manager.
- Union Street Condominiums Mixed Use IS/MND, Pasadena, CA. Project Manager.



# Jeanne Ogar I Senior Environmental Planner I GPA Consulting



T: (310) 792-2690 ext. 111 F: (310) 792-2696 jeanne@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

- Master of Environmental Science and Management, University of California, Santa Barbara, 2005
- B.A., French, University of California, Los Angeles, 1999

YEARS OF EXPERIENCE: 14

Ms. Ogar, a Senior Environmental Planner at GPA, has worked in the environmental consulting field since 2005. Ms. Ogar has a background in environmental science, ecology, and urban planning. Her diverse professional and educational background enables her to take a holistic approach to projects and to prepare environmental documentation that fully considers environmental, social, and economic factors. Her primary area of expertise is in preparing environmental documentation in compliance with CEQA and NEPA. Ms. Ogar has in-depth knowledge of the NEPA/CEQA review process, including preparing and circulating environmental documents for public/agency review, and assisting project stakeholders with the environmental decision-making process. Ms. Ogar has prepared Initial Studies and Environmental Impact Reports for a variety of projects, including community development projects (single-family residential and commercial development), transportation (bridge replacements, roadway widening, and grade separations), and hazard mitigation (seismic retrofits and hazardous fuel reduction). She also has experience with completing several types of technical studies to support the environmental review process, including Community Impact Assessments and Cumulative Impact Assessments.

- 6th Street PARC, Arts, River, and Connectivity Improvements, CEQA, Los Angeles, CA. Senior Environmental Analyst.
- 355 West Jefferson Avenue, EIR, Pomona, CA. Senior Environmental Analyst.
- Lake Elsinore City Hall and Lease Space Seismic Retrofit, Environmental and Historic Preservation Compliance, Lake Elsinore, CA. Senior Environmental Analyst.
- Los Angeles Unified School District, Carson Senior High School Seismic Retrofit, Environmental Documentation, Carson, CA. Senior Environmental Analyst.
- South Coast Water District, Recreational Vehicle and Boat Storage, CEQA, Dana Point, CA. Senior Environmental Analyst.
- Various Land Use Permit and CEQA Reviews, Berkeley, CA. Senior Environmental Analyst.



# George "Geof" Gorman | Senior Environmental Planner | GPA Consulting



T: (310) 792-2690 ext. 140 F: (310) 792-2696 george@gpaconsulting-us.com

### **EDUCATIONAL BACKGROUND:**

- J.D., University of Denver, 2009
  - Transportation Law Journal
  - Construction & Real Estate Law Society
  - Natural Resources & Environmental Law Society
- M.R.L.S., University of Denver, 2005
  - Specialization:
     Environmental Law &
     Policy
  - Specialization: Land Use Law & Policy
- B.A., Philosophy and Psychology, Virginia Tech, 2002

YEARS OF EXPERIENCE: 12

Geof Gorman has over nine years' experience in environmental planning, policy, and project management. At GPA, Mr. Gorman manages the preparation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents and technical studies.

Mr. Gorman is a licensed attorney in Colorado and Washington, D.C. Prior to joining GPA, Mr. Gorman provided contract support to the Office of the Secretary of Defense and was an environmental project lead (contractor) for U.S. Customs and Border Protection. Mr. Gorman has prepared or overseen the preparation of NEPA/CEQA documents for numerous federal, state, and local agencies as well as engineering firms, transportation agencies, and commercial space launch companies. He has also held security clearances with the Department of Defense and the Department of Homeland Security. Mr. Gorman leverages his unique legal and policy background to advise customers and manage projects throughout all phases of the project lifecycle.

- Avenue S-8 and 40th Street Roundabout Installation Project, NEPA/CEQA and Supplemental Technical Studies, Palmdale, CA. Project Manager.
- I-405 Improvements Project, Preliminary NEPA/CEQA and Technical Memos, Los Angeles County, CA. Senior Environmental Planner.
- Pacific Coast Highway Signal Systems Improvements Project, CEQA, Technical Studies, and Coastal Development Permit, Malibu, CA. Project Manager.
- Sixth Street PARC, Arts, River, and Connectivity (PARC) Improvements, NEPA/CEQA and Supplemental Technical Studies, Los Angeles, CA. Deputy Project Manager.
- United States Department of the Navy Seal Beach Pier, NEPA and Coastal Consistency Determination, Seal Beach, CA. Senior Environmental Planner.
- Wildland Fire Management Activities at Camp Michael Monsoor, NEPA and Fire Management Plan, San Diego County, CA. Senior Environmental Planner.



# Laura Comstock, AICP | Senior Environmental Planner | GPA Consulting



T: (310) 792-2690 ext. 123 F: (310) 792-2696 comstock@gpaconsultingus.com

#### EDUCATIONAL BACKGROUND:

- Master of Urban and Regional Planning, University of Hawaii at Manoa, 2015
- Graduate Certificate,
   Disaster Management and
   Humanitarian Assistance,
   University of Hawaii at
   Manoa, 2015
- B.A., Urban Studies and Planning, University of California, San Diego, 2009

### YEARS OF EXPERIENCE: 8

### TRAINING/CERTIFICATIONS:

 American Institute of Certified Planners, Certification No. 029461, November 2016 Laura Comstock, AICP, a Senior Environmental Planner at GPA, has worked in the land use and environmental planning field since 2011. Ms. Comstock has a background in urban planning, disaster management, and historic preservation. She became a Certified Planner in November 2016 and is currently a Federal Emergency Management Agency Reservist. Her diverse land use planning experience includes working in local government, research, and environmental consulting. At GPA, she conducts research and technical analysis, and prepares various environmental documents to support the National Environmental Policy Act and California Environmental Quality Act, including Section 4(f) Evaluations and Community Impact Assessments. Ms. Comstock has experience working with federal, state, and local government clients as a professional planner in California, Oregon, and Hawaii. She has prepared environmental impact analyses, land use permit applications, master plans, and facility assessments throughout the Hawaiian Islands, the wider Pacific region, and in the U.S. Virgin Islands. Her expertise includes compliance pursuant to the National Environmental Policy Act, California Environmental Quality Act, Hawaii Environmental Policy Act, and Section 106 of the National Historic Preservation Act. Her experience also includes natural hazard mitigation, historic preservation, and economic development.

- 6th Street PARC, Arts, River, and Connectivity Improvements Initial Study, Los Angeles, CA. Environmental Analyst.
- Florence Avenue Bridge over the Rio Hondo Channel, Preliminary Environmental Study, Downey, CA. Environmental Analyst.
- Los Angeles County Metropolitan Transportation Authority, Interstate 605 Improvement Project, Environmental Impact Report/Environmental Impact Study, Los Angeles County, CA. Environmental Analyst.
- State Route 138 (State Route 14)/Avenue J Interchange Improvement IS/MND, Lancaster, CA. Environmental Analyst.



# Danielle Thayer I Environmental Analyst I GPA Consulting



T: (310) 792-2690 ext. 122 F: (310) 792-2696 dthayer@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

- M.S., Natural Resources and Environmental Sciences, University of Illinois Champaign-Urbana, 2016
- B.A., Urban and Regional Planning, University of Illinois Champaign-Urbana, 2014

YEARS OF EXPERIENCE: 6

Ms. Thayer is an Associate Environmental Planner at GPA Consulting who contributes her knowledge environmental law and policy, biology, and planning to a variety of projects. At GPA, she applies her research and writing skills to prepare Project Initiation Documents, National Environmental Policy Act and California Environmental Quality Act documentation, Section 4(f) Evaluations, Community Impacts Assessments, Visual Impacts Assessments, and other pertinent environmental planning services. Her work includes transportation and development projects for cities, counties, and agencies throughout California, with a focus on California Department of Transportation Local Assistance, Ms. Thaver previously worked with federal and state agencies to craft environmental guidance documentation, pollution prevention plans, stormwater technical studies, educational media, environmental analysis support, and more during her time with the U.S. Army Corps of Engineers. She is adaptive and resourceful, with a focus on delivering highquality products that meet the custom needs of individual clients.

- 6th Street PARC, Arts, River, and Connectivity Improvements, Initial Study and Public Outreach, Los Angeles, CA. Environmental Analyst.
- Avenue S-8 and 40th Street Roundabout Installation Project, Visual Impact Memo and IS/MND, Palmdale, CA. Environmental Analyst.
- City of Palmdale, Avenue S-8 and 40th Street Roundabout Installation Project, Visual Impact Memo and IS/MND, Palmdale, CA. Environmental Analyst.
- Golden Avenue Bridge Replacement IS/MND, Placentia, CA. Environmental Analyst.
- San Bernardino County Route 66 Bridge Replacement EIR/EA, San Bernardino County, CA. Environmental Analyst.
- Shoemaker Bridge Replacement, Section 4(f), Long Beach, CA. Environmental Analyst.
- State Route 138 (State Route 14)/Avenue J Interchange Improvement, Community Impact Assessment and IS/MND, Lancaster, CA. Environmental Analyst.



# Teresa Grimes | Principal Architectural Historian | GPA Consulting



T: (310) 792-2690 ext. 107 F: (310) 792-2696 teresa@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

- M.A., Architecture, University of California, Los Angeles, 1992
- B.A., Political Science, University of California, Los Angeles, 1986

YEARS OF EXPERIENCE: 31

#### QUALIFICATIONS:

 Meets the Secretary of the Interior's Professional Qualifications Standards for architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

#### PROFESSIONAL AFFILIATIONS:

- West Hollywood Cultural Heritage Advisory Board, 1990-1994
- Highland Park Heritage Trust, Board Member, 1996-1998
- Pasadena Heritage Board Member, 2008-2012

Teresa Grimes is a Principal Architectural Historian at GPA. She has more than 25 years of experience in the field of historic preservation in the private, public, and non-profit sectors. Ms. Grimes is widely recognized as an expert in the identification and evaluation of historical resources having successfully prepared dozens of landmark and historic district applications for a wide variety of property types. Her many projects have included historic context statements for Laguna Beach, Riverside, Calabasas, Glendale, and Carmelby-the-Sea, and historic resource surveys in Riverside, Whittier, Calabasas, Pasadena, Whittier, and Los Angeles.

Ms. Grimes has also completed numerous environmental compliance documents involving major landmarks; examples include the Cinerama Dome, Dodger Stadium, Los Angeles Sports Arena, Beverly Hills Post Office, and Baldwin Hills Shopping Center.

- 222 W. 2nd Street CEQA Historical Resource Technical Report, Los Angeles, CA. Historic Project Manager.
- 3633 Market Street Building Historical Report, Riverside, CA. Historic Project Manager.
- Arlanza/Camp Anza Historic Resources Survey and Context Statement, Riverside, CA. Historic Project Manager.
- Art Center College of Design Master Plan EIR, Pasadena, CA. Historic Project Manager.
- City of Hope Specific Plan, Duarte, CA. Historic Project Manager.
- Coca Cola Building CEQA Historical Resource Report, Los Angeles, CA. Historic Project Manager.
- Dodger Stadium CEQA Historical Resource Report, Los Angeles, CA. Historic Project Manager.
- Grand Avenue Bluff Historic Resources Survey and Context Statement, Riverside, CA. Historic Project Manager.
- Hirsch Apartments CEQA Historical Resource Report, Los Angeles, CA. Historic Project Manager.
- House of Hope CEQA Historical Resource Report, Duarte, CA. Historic Project Manager.
- Times Mirror Square, Los Angeles, CA. Historic Project Manager.



# Jenna Kachour I Senior Preservation Planner I GPA Consulting



T: (310) 792-2690 ext. 115 F: (310) 792-2696 jenna@gpaconsulting-us.com

### **EDUCATIONAL BACKGROUND:**

- Master of Planning, University of Southern California, 2007
- Certificate, Historic Preservation, University of Southern California, 2007
- B.S., Public Policy,
   Management and Planning,
   University of Southern
   California, 2007

YEARS OF EXPERIENCE: 13

## QUALIFICATIONS:

 Meets the Secretary of the Interior's Professional Qualifications Standards for architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A. Jenna Kachour is a Senior Preservation Planner at GPA. She has 13 years of diversified planning experience in the private, public, and non-profit sectors. She has been professionally involved in the field of historic preservation since 2010. Her experience includes preservation advocacy and easement program management for Pasadena Heritage. Skilled as a professional planner, Ms. Kachour's work at GPA is informed by her understanding of preservation's role within the larger context of land use planning and decision making. She uses this knowledge to assist project proponents and reviewing agencies with California Environmental Quality Act/National Environmental Policy Act and Section 106 compliance, Mills Act contracts, and historic resource evaluations, designations, and surveys.

- 3633 Market Street Building, Riverside, CA. Senior Preservation Planner.
- Avenue 66 Grade Separation, Section 106 Historical Resource Evaluation Report and FOE, Riverside County, CA. Senior Preservation Planner.
- California High Speed Rail, Burbank to Los Angeles Project Section, CEQA/NEPA and Section 106 Review, Los Angeles County, CA. Senior Preservation Planner.
- Grand Avenue Bluff Historic Resources Survey and Context Statement, Riverside, CA. Senior Preservation Planner.
- High Desert Corridor, Section 106 Historical Resource Evaluation Report, Los Angeles County, CA. Senior Preservation Planner.
- Mills Act Applications, Laguna Beach, CA. Senior Preservation Planner.
- Mills Act Inspections, Long Beach, CA. Senior Preservation Planner.
- Rice Avenue and Fifth Street Grade Separation, Section 106 Historical Resource Evaluation Report and Finding of Effect, Oxnard, CA. Senior Preservation Planner.
- Sixth Street and Daisy Avenue Bicycle Lanes, Section 106 Historical Resource Evaluation Report, Long Beach, CA. Senior Preservation Planner.
- Sunset and Everett, CEQA Historical Resource Evaluation Report, Los Angeles, CA. Senior Preservation Planner.



# Marieka Schrader | Senior Associate Biologist | GPA Consulting



T: (310) 792-2690 ext. 103 F: (310) 792-2696 marieka@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

 B.A., Environmental Studies, University of California, Santa Cruz, 1999

YEARS OF EXPERIENCE: 19

### PERMITS:

 California Department of Fish and Wildlife Plant Voucher Collection Permit 2081(a)-17-060-V

Marieka Schrader, Senior Associate Biologist at GPA, has been working in the environmental field since 2000. In addition to leading GPA's biology team, Ms. Schrader conducts a variety of biological technical studies for environmental analysis. She completes field surveys, technical reports, regulatory permitting, quality-control reviews, and construction monitoring. Her expertise includes compliance pursuant to the National Environmental Policy Act, California Environmental Quality Act, federal and state Endangered Species Acts, Clean Water Act, California Fish and Game Code, and other environmental laws. Ms. Schrader conducts bat habitat assessments, acoustic surveys, emergence surveys, and night roosting surveys, as well as bat call analysis using Sonobat classification software. Her experience also includes plant surveys and identification, landscape design, and environmental horticulture.

Ms. Schrader facilitates the biological analysis process for projects from initiation through final design, permitting, construction, and post-construction monitoring. She has completed environmental analysis for federal, state, and local lead agencies throughout California, including the Transit Administration, Federal Federal Administration, U.S. Department of Housing and Urban Development, California Department of Transportation (Caltrans), and Los Angeles County Metropolitan Transportation Authority. Ms. Schrader has obtained permit approvals from regulatory agencies including U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and Regional Water Quality Control Board.

- Calleguas Creek Bike Trail, Technical Studies, NEPA/CEQA Studies, and Regulatory Permitting, Camarillo, CA. Project Manager.
- Golden Avenue Bridge Replacement/Rehabilitation Project, Natural Environment Study, Placentia, CA. Quality Assurance/Quality Control.
- Magnolia Street Bridge, Biological Studies, Endangered Species Act Consultation, Essential Fish Habitat Consultation, and Regulatory Permitting, Huntington Beach, CA. Biology Project Manager.



# Sheri Mayta I Senior Biologist I GPA Consulting



T: (310) 792-2690 ext. 113 F: (310) 792-2696 sheri@gpaconsulting-us.com

#### **EDUCATIONAL BACKGROUND:**

- GIS Certificate, Ventura Community College, CA, 2007
- B.S., Ecology and Evolution, University of California, Santa Barbara, 2004
- Equine Studies, Southern Seminary College, Buena Vista, VA, 1989-1991

YEARS OF EXPERIENCE: 15

#### PERMITS:

- California Department of Fish and Wildlife Plant Voucher Collecting Permit No. 2081(a)-16-118-V
- 41 hours of observation toward U.S. Fish and Wildlife Recovery Permit for Southwestern Willow Flycatcher

Sheri Mayta, a Senior Biologist at GPA, has been working in the environmental field since 2005. Ms. Mayta has extensive experience supervising, coordinating, and implementing upland, riparian, and wetland habitat restoration projects, including restoration projects along Santa Barbara and Ventura County rivers and streams. Ms. Mayta works on a diverse array of projects conducting construction monitoring, mitigation site monitoring, quantitative vegetation analyses, biological and botanical surveys and site assessments, focused surveys for threatened and endangered species, Geographic Information System (GIS) mapping and analyses, vegetation classification, and wetland delineations. She also prepares environmental reports, habitat mitigation and monitoring plans, planting plans, and manages the preparation of regulatory permit applications and California Environmental Quality Act documentation.

Ms. Mayta has also managed all aspects of native plant restoration, including seed collection, propagation, and restoration projects. She has an extensive knowledge of plant taxonomy and plant community ecology and classification, as well as plant identification. She has extensive experience conducting botanical surveys and is trained in rare plant survey protocols.

Ms. Mayta is trained in protocol-level surveys for southwestern willow flycatcher. She has also assisted with identification and surveys of protected wildlife species, including Least Bell's vireo, Southwestern willow flycatcher, Western yellow-billed cuckoo, and California red-legged frog. She has accumulated 36 hours toward a U.S. Fish and Wildlife Recovery Permit for Southwestern willow flycatcher. In addition, she has also assisted in conducting bat emergence surveys.

- 2nd Street Bridge Replacement, Biological Studies and Technical Studies, San Bernardino, CA. Senior Biologist.
- Route 66 Bridge Replacement Project, Bio Surveys and NES, San Bernardino County, CA. Project Manager.
- Warner Avenue Bridge, Planting Plan and Vegetation Monitoring, Huntington Beach, CA. Project Manager.



## Richard Barretto, PE | Transportation | Linscott, Law & Greenspan



T: (949) 825-6175 F: (949) 825-6173 barretto@llgengineers.com

#### **EDUCATIONAL BACKGROUND:**

 B.S., Civil Engineering, University of California at Irvine

YEARS OF EXPERIENCE: 35

#### LICENSES/CERTIFICATIONS:

 Professional Engineer CA Registration TR 2006

#### PROFESSIONAL MEMBERSHIPS:

- ITE
- ASCE
- OCTEC

Richard Barretto has over 35 years of experience in the preparation of transportation improvement plans, signing and striping plans, traffic signal design, site access and operational plans, traffic control plans, transportation planning analysis, traffic impact studies, and parking studies. He is a licensed Traffic Engineer in the state of California. In addition, Mr. Barretto is the Principal-in-charge for providing on-call traffic and transportation engineering consultation services to the City of Long Beach, City of Dana Point, and City of Anaheim. In addition to having detailed knowledge of widely accepted methodologies and techniques, Rich has extensive experience in operational planning, diagnostics, "trouble shooting", creative applications, and, if necessary, fine tuning and expansion of established procedures. These tasks include evaluation requiring extensive public review, intricate access and circulation networks, expansive study areas with multi-jurisdictional requirements, a wide array of land use types and mixed-use development programs with unique tripmaking characteristics, and multi-phased projects, mitigation, and improvements. He is well practiced in the public arena, engaging stakeholders, building consensus, answering the tough questions, and providing solutions that withstand extreme scrutiny, as well as the test of time. He is also very experienced on projects that evolve and require adjustment/update over time based on market changes, project update, and/or redirection.

- Orange Coast College Vision 2020 Facilities Master Plan, Costa Mesa, CA. Principal-in-Charge.
- New Long Beach Civic Center Project, Long Beach, CA.
   Principal Traffic Engineer.
- Alamitos Avenue "Complete Streets" Corridor Improvement Project, Long Beach, CA. Principal Traffic Engineer.
- Second + PCH Development Project, Long Beach, CA.
   Principal Traffic Engineer.
- The Pike Outlet Conversion Project, Long Beach, CA. Principal Traffic Engineer.
- Shoreline Drive Bike Gap Closure, Long Beach, CA. Project Manager.
- Pacific Coast Highway/Del Prado Avenue Street Improvement Project, Dana Point, CA. Project Manager.



## Trissa Allen, PE | Transportation | Linscott, Law & Greenspan



T: (949) 825-6175 F: (949) 825-6173 allen@llgengineers.com

#### **EDUCATIONAL BACKGROUND:**

 B.S., University of California, Irvine, Civil Engineering

YEARS OF EXPERIENCE: 21

#### LICENSES/CERTIFICATIONS:

 Civil Engineer, California No. 2231

#### PROFESSIONAL AFFILIATIONS:

- ITE
- ASCE
- OCTEC
- BDAOC

Ms. Trissa Allen has over 28 years of experience in the preparation of traffic and parking studies for a variety of land uses, multimodal plans, circulation elements, site access and traffic operational plans, simulation studies, and traffic and parking management plans. She is currently working on the Education First (EF) Project in the City of Costa Mesa, and more recent South Coast Arts District projects (OCMA relocation and 3420 Bristol Street) also in the City. She has previously completed traffic and parking studies for South Coast Plaza Town Center, Home Ranch, SOCO, OCC, The Triangle, Costa Mesa Courtyards, mixeduse projects along the Newport Boulevard, Harbor Boulevard, and 17th Street corridors, multi-family residential at 125 Baker Street, ArgoTech, 2075 Placentia, Maple Crossing, and the update of the City Code parking ratio for restaurants and further testing and calibration of the Shared Parking methodology for the City, plus other smaller projects.

#### SELECTED PROJECTS:

She is currently working on the Laguna Niguel Town Center, and with the City of Long Beach on the Globemaster Corridor Specific Plan (i.e., the C-17/Boeing site), New Long Beach Civic Center, and One World Trade Center. She has successfully completed multimodal studies for the Port of Long Beach, the City of Fullerton Downtown Core and Corridors Specific Plan and EIR, traffic and parking studies for Hoag Hospital and Back Bay Landing (both analyzed Pacific Coast Highway) in the City of Newport Beach, the Pike at Rainbow Harbor, Bike Gap Projects, residential projects (Oceanaire, 444 W. Ocean) in the City of Long Beach, the NFL Stadium/Industry Business Center and General Plan Update study efforts for the City of Industry, and many other transportation planning projects in Los Angeles and Orange Counties. She recently worked with the City of Grand Terrace and City of San Jacinto in developing Active Transportation Plans, and was the Project Manager in the preparation of multimodal funding applications, safety studies, cost estimates, and benefitcost ratios for HSIP and Metro Call for Projects for the City of Long Beach (Artesia Streetscape and Anaheim & Redondo Improvement projects).



## Achilles Malisos I Air Quality/Greenhouse Gas/Energy/Noise I Kimley-Horn



T: (714) 939-1030 F: (714) 621-0368 Ace.Malisos@kimley-horn.com

#### **EDUCATIONAL BACKGROUND:**

- M.A., Urban and Regional Planning, University of California, Irvine
- B. A., Environmental Studies, University of California, Santa Cruz

YEARS OF EXPERIENCE: 14

#### PROFESSIONAL MEMBERSHIPS:

Urban Land Institute

Mr. Malisos has over 14 years of experience as an environmental analyst with a specialty in acoustics, air quality, and climate change. Ace is responsible for preparing and managing environmental and planning studies for public private sector clients, under the Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed use, institutional, and commercial uses. He is experienced in applying a full analysis methodology per EPA, CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. His expertise in Air Quality/Greenhouse Gas Assessments includes technical modeling experience using various state and federally approved programs including the California Emissions Estimator Model (CalEEMod), AERMOD, CALINE4, and EMFAC. He also provides a full range of noise impact analyses for public and private sector clients. Ace utilizes his experience with noise monitoring using Type I rated instruments, as well as sophisticated noise modeling using FHWA-RD-77-108, Traffic Noise Model 2.5, and SoundPLAN to develop noise attenuation recommendations where necessary.

- EF International Language School, Costa Mesa, California.
   Project Manager.
- Mesa Water District Well 1 Acoustical Assessment and Noise Barrier Design, Costa Mesa, California. Project Manager.
- University of California, Irvine College of Health Sciences Air Quality and Greenhouse Gas Studies, Irvine, California. Project Manager.
- University of California, Irvine Verano 8 and LRDP Student Housing Amendment Air Quality and Greenhouse Gas Studies, Irvine, California. Project Manager.
- Santa Ana Main Place Mall, Air Quality, Greenhouse Gas Emissions, and Acoustical Assessments, Costa, Mesa, Air Quality/GHG and Noise Specialist.
- Koll Center Residences EIR, Newport Beach, California. Air Quality/GHG and Noise Specialist.
- City of Tustin, Red Hill Corridor Specific Plan and EIR, Tustin, California. Air Quality/GHG and Noise Specialist.



## Curt Duke, RPA I Cultural and Tribal Resources I Duke CRM



T: (949) 356-6660 F: N/A curt@DukeCRM.com

#### **EDUCATIONAL BACKGROUND:**

- M.A., Anthropology, California State University, Fullerton, 2006
- Grad Studies, Anthropology, San Diego State University, 1996/97
- B. A., Anthropology, University of California, Santa Cruz, 1994

YEARS OF EXPERIENCE: 22

#### LICENSES/CERTIFICATIONS:

- Registered Professional Archaeologist (RPA), No. 15969
- Registered County of Riverside Archaeologist, No. 151

Curt Duke is the President/Principal Archaeologist at Duke CRM. Mr. Duke meets the Secretary of Interior's Professional Qualifications Standards for Prehistoric and Historical Archaeology. He has more than 22 years of professional cultural resources experience. He received his B.A. in Anthropology in 1994 from the University of California, Santa Cruz, and his M.A. in Anthropology in 2006 from California State University, Fullerton. His M.A. thesis focused on prehistoric mortuary analysis in southern California. Mr. Duke is a Registered Professional Archaeologist (RPA No. 15969) and Registered County of Riverside Archaeologist (No. 151). He is well-versed in Section 106 of the NHPA. NEPA, and CEQA. He has conducted more than 3,500 cultural resources assessments for various clients in California. Nevada, and Arizona. Mr. Duke is responsible for ensuring that the quality of analysis and reporting meets or exceeds appropriate local, state, and federal standards.

- Atlanta Avenue Widening, Huntington Beach, CA. Project Manager/Principal Investigator.
- Bay Bridge Pump Station and Force Mains Rehabilitation, Newport Beach, CA. Project Manager/Principal Investigator.
- Greenville-Banning Channel, Costa Mesa, CA. Project Manager/Principal Investigator.
- Lamb & Wardlow School Residential Subdivisions, Huntington Beach, CA. Project Manager/Principal Investigator.
- Skyridge Residential, Mission Viejo, CA. Project Manager/ Principal Investigator.
- Mission Inn Record Search and Archaeological Survey, Riverside, CA. Project Manager/Principal Investigator.
- Riverside Transmission Reliability (RTRP) Project Native American Consultation Services (AB-52), Riverside, CA. Project Manager/Principal Investigator.
- Arlington Plaza Archaeological Survey, Riverside, CA.
   Project Manager/Principal Investigator.



John McCarthy, PE, CFM | Hydrology and Water Quality | Q3 Consulting



T: (949) 259-6770 F: (951) 280-0279 JMcCarthy@q3consulting.net

#### EDUCATIONAL BACKGROUND:

- B.S., Civil Engineering,
   California State Polytechnic
   University, San Luis Obispo,
   1989
- Certificate, Light Construction and Development Management, 1997

YEARS OF EXPERIENCE: 30

#### LICENSES/CERTIFICATIONS:

- Professional Engineer Civil, California No. 47583, 1991
- Certified Floodplain Manager, No. 05-01596, 2005
- Professional Engineer Civil, Arizona No. 51805, 2010

Mr. McCarthy brings almost three decades of experience in hydrology and water quality for public works and private development projects. He is highly skilled at managing "oncall" projects for hydrology, water quality, and drainage and flood engineering. His experience is concentrated in the field of stormwater management, including hydrology and hydraulic studies, floodplain analysis, drainage studies and runoff management plans, and improvement plan preparation. He has prepared technical hydrology and water quality studies for public and private sector clients throughout Orange County. Mr. McCarthy specializes in the development of complex flood control and runoff management solutions for both public and private sector projects. He has extensive experience working with local agencies and with the County of Orange Public Works Department.

- Buck Gully Canyon Restoration Project, Newport Beach,
   CA. City of Newport Beach. Project Manager.
- Chino Agricultural Preserve Specific Plan Drainage Master Plan Update, Chino, CA. City of Chino. Drainage Lead.
- City of Corona On-Call Plan Check Services, Corona, CA. City of Corona. Drainage Manager.
- Foothill Parkway Westerly Extension, Corona, CA. City of Corona. Drainage Manager.
- Heritage Fields/Orange County Great Park Drainage Master Plan, Irvine, CA. Five Point Communities. Project Manager.
- Mockingbird Dam Inundation Study, Riverside, CA. City of Riverside. Project Manager.
- Newport Coast Drive, Orange County, CA. Irvine Community Development Company. Design Engineer.
- North Extended City Specific Plan and Environmental Impact Report, Riverside County, CA. Messenger Investment Company. Drainage Lead.
- Orange County Public Work Flood On-Call Contract, Orange County, CA. Orange County Public Works.
   Program Manager.
- Tustin Legacy Runoff Management Plan, Tustin, CA. City of Tustin. Project Manager.



## Mauricio Escobar, PG | Hazardous Materials | Roux Associates



T: (301) 879-4920 F: (562) 719-9431 mescobar@rouxinc.com

**EDUCATIONAL BACKGROUND:** 

 B.A., Earth Science, University of California, Berkeley, 1995

YEARS OF EXPERIENCE: 21

#### LICENSES/CERTIFICATIONS:

- Professional Geologist, State of California, No. 07506
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certified

Mr. Escobar is a Professional Geologist with over twenty years of experience with land development projects and evaluation of site constraints, and alternatives for real estate transactions and redevelopment. Recent projects in southern California include vapor barrier design for VOCs beneath a high-end residential multi-family development; evaluation and quantification of contaminated soils at a former petroleum tank farm and lumber yard slated for industrial redevelopment; design and implementation of an emulsified vegetable oil injection program at a commercial facility to be sold for redevelopment; and risk evaluation and vapor intrusion assessment at commercial shopping center facilities under the oversight of state agencies.

Mr. Escobar has significant experience designing, managing, implementing environmental investigations for characterization and remediation of soil and groundwater plumes at industrial, commercial, and residential properties; substantial experience strategizing, budgeting, negotiating, and coordinating field investigations for facility closures on behalf of public and private clientele; extensive field experience using various drilling, soil sampling, groundwater sampling, and soil vapor sampling techniques. His experience also includes implementing multiple remediation technologies including SVE, DPE, ISCO, pump and treat, thermal, and traditional dig and haul.

- Sunflower Avenue Peer Review of Phase I Environmental Site Assessment, Costa Mesa, CA.
- Former Randall Lumber Yard Multi-Phase Project, Phase I ESA, Phase II Subsurface Investigation, Remediation, Huntington Beach, CA.
- Bristol Street Expansion Phase II Subsurface Investigation, Santa Ana, CA.
- Industrial Redevelopment of a Former Petroleum Tank Farm and Lumber Yard, Orange County, CA.
- Remedial Excavation and ISCO Used to Facilitate Property Transfer, Irvine, CA.
- Oakbrook Village Shopping Center Phase I Environmental Site Assessment, Laguna Hills, CA.



Wendy A. Drummond, PG, CEG I Geology and Soils I Independent Consultant



T: (949) 466-2827 F: N/A wendy.geology@gmail.com

**EDUCATIONAL BACKGROUND:** 

 B.S., Geological and Earth Sciences, University of Walkato, 1989

YEARS OF EXPERIENCE: 30

#### LICENSES/CERTIFICATIONS:

- Professional Geologist, State of California, No. 6610
- Certified Engineering Geologist No. 2049

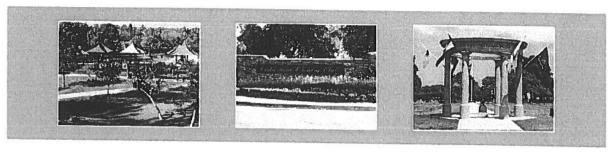
Ms. Drummond has 30 years of experience in the field of engineering geology in the western United States. Her work includes the investigation of geologic and seismic hazards, slope stability evaluations, and forensic geology (distressed structures and slope failures).

Ms. Drummond has performed numerous detailed investigations of landslides, active and potentially active faults, as well as distress investigations and seismicity studies. Typical projects include the preparation of geologic maps, site characterization, landslide identification, evaluation of recency, frequency and amount of fault rupture, earthquake hazard assessment, slope stability evaluation, and recommendations for mitigation measures.

Ms. Drummond has conducted projects involving numerous methods of surface and subsurface investigation including bucket auger, hollow stem auger, air rotary, mud rotary, continuous coring, trenching, sampling, surface and subsurface geophysics, well installation and percolation, pump, and draw-down testing.

- Avenida La Pata Gap Closure Project, San Juan Capistrano and San Clemente, CA. Geologic Investigation.
- Commercial Development Project, Dana Point, CA.
   Geotechnical Trenching, Logging, Sampling and Mapping.
- Storm Drain Installation with the Coastal Bluffs, Palos Verdes Estates, CA. Geologic Bluff Mapping, Bluff Retreat Evaluation, and Gross Site Stability Analysis.
- Hamner Bridge Widening, Norco, CA. Geologic Field Investigation and Downhole Geophysical Surveys.
- I-10 Freeway Widening, San Bernardino County, CA.
   Geotechnical Investigation, Regional Geologic Mapping and Seismicity Evaluation.
- I-5 Freeway Widening, Orange County, CA. Field Investigation of Downhole Logging Large-Diameter Borings/Trenches, Recommendations for Slope Stability, Geologic Units and Seismicity.
- Roadway Improvements, Dana Point, CA. Geotechnical Field Investigation.
- Storm Drain Tunnel Excavation within the Coastal Bluffs, Laguna Beach, CA. Geologic Mapping and Erosion Evaluation.





#### VI. COST PROPOSAL

Per the RFP, our Cost Proposal has been provided in a separate sealed envelope.

## VII. DISCLOSURE

Jenna Tourje, AICP, IAP2, currently a member of the Planning Commission at the City of Costa Mesa was employed at Michael Baker International as a Senior Community Planner from June 2014 to June 2017, at which time Glenn Lajoie, Starla Barker, Achilles Malisos, and John McCarthy were also employed at Michael Baker International.

## VIII. SAMPLE PROFESSIONAL SERVICES AGREEMENT

GPA has reviewed the Sample Professional Service Agreement provided in RFQ No. 19-02, and we have no exceptions or conditions to the Agreement proposed by the City of Costa Mesa.



APPENDIX A
Required Forms

## **COMPANY PROFILE & REFERENCES**

Company Legal Name: Galvin Preservation Associates Inc. (dba GPA Consulting)
Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation
Active licenses issued by the California State Contractor's License Board: N/A
Business Address: 231 California Street, El Segundo, CA 90245
Website Address: www.gpaconsulting-us.com
Telephone Number: (310) 792-2690 Facsimile Number: (310) 792-2696
Email Address: gpaadmin@gpaconsulting-us.com
Length of time the firm has been in business: 16 years
Length of time at current location: 10 years
Is your firm a sole proprietorship doing business under a different name:YesXNo
If yes, please indicate sole proprietor's name and the name you are doing business under:
Is your firm incorporated: X Yes No If yes, State of Incorporation: California
Federal Taxpayer ID Number
Regular business hours: 8:00 a.m. to 5:00 p.m.
Regular holidays and hours when business is closed: Standard Holidays
Contact person in reference to this solicitation: Glenn Lajoie
Telephone Number: (310) 792-2690 ext. 153 Facsimile Number: (310) 792-2696
Email Address: glenn@gpaconsulting-us.com
Contact person for accounts payable: Ann Vasey
Telephone Number: (310) 792-2690 ext. 142 Facsimile Number: (310) 792-2696
Email Address: ann@gpaconsulting-us.com
Name of Project Manager: Starla Barker
Telephone Number: (310) 792-2690 ext. 154 Facsimile Number: (310) 792-2696
Email Address: starla@gpaconsulting-us.com

#### **REFERENCES**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Lancaster
Telephone Number: <u>(661) 723-6249</u>
Contact Name: Jocelyn Swain Contract Amount: \$20,000 to \$800,000
Email Address: <u>Jswain@cityoflancasterca.org</u>
Address: 44933 Fern Avenue, Lancaster, CA 93534
Brief Contract Description: Preparation of environmental documents including Avanti South Specific
Plan EIR; Kensington Campus EA; Downtown Lancaster Specific Plan EIR, Lancaster 2030 General
Plan EIR; North Downtown Neighborhood Revitalization/Transit Village Plan EIR/EA; Northeast
Gateway Corridors EIR; Arbor Gardens Housing EA; 40-Unit Housing EA; Jamboree Housing EA;
Mental Health Association EA; Lancaster Capital EIR; Del Sur Ranch EIR.
Company Name: City of Burbank
Telephone Number: <u>(818) 238-5273</u>
Contact Name: Federico "Fred" Ramirez Contract Amount: \$75,000 to \$250,000
Email Address: framirez@burbankca.gov
Address: 150 N. Third Street, Burbank, CA 91502
Brief Contract Description: Preparation of environmental documents including Media Studios EIR; AC
Hotel IS/MND; Nickelodeon Office Building IS/MND; 550 N. Third Street Mixed Use IS/MND;
International School of Los Angeles/Lycee International de Los Angeles (1105 N. Riverside Drive)
IS/MND.

Company Name: City of Long Beach
Telephone Number: (562) 570-6428
Range of assignments:  Contact Name: Linda Tatum, FAICP Contract Amount: \$30,000 to \$475,000
Email Address: <u>Linda.Tatum@longbeach.gov</u>
Address: 333 West Ocean Boulevard, Long Beach, CA 90802
Brief Contract Description: Preparation of environmental documents including Las Ventanas EA, 20th
Street/Walnut Avenue/Alamitos Avenue Intersection Improvements NEPA Compliance, 207 Seaside
Way IS/MND, 442 West Ocean Boulevard IS/MND, 2300 Redondo Avenue IS/MND, Alamitos Battery
Energy Storage System IS/MND, Alamitos Park CEQA/NEPA Clearance, Downtown and Central Long
Beach Redevelopment Plans Master EIR, East 20th Street/Walnut Avenue/Alamitos Avenue
Intersection Improvement NEPA Clearance, East Division Police Substation IS/EA, Long Beach
Municipal Urban Stormwater Treatment (MUST) IS/MND, Naples Seawall Interim and Long Range
Repair IS/MND, Oceanaire Apartment IS/MND, Pacific Coast Highway/2nd Street Improvement
IS/MND, River Avenue Storm Drain Improvements IS/EA, Safran Senior Housing Project EA, Shoreline
Gateway EIR, Under Ocean Floor Seawater Intake and Discharge Demonstration CEQA/NEPA
Review.
Company Name: City of Beverly Hills
Telephone Number: <u>(310)</u> 285-1135
Range of assignments:  Contact Name: Masa Alkire Contract Amount: \$25,000 to \$650,000
Email Address: malkire@beverlyhills.org
Address: 455 North Rexford Drive, 1st Floor, Beverly Hills, CA 90210
Brief Contract Description: Preparation of environmental documents while Mr. Alkire was at the City of
El Segundo, including Raytheon EIR, Queen Esther Square Shopping Center IS/EA, 600-630 North
Sepulveda IS/MND, and Nash Street Data Center IS/MND.

Company Name: City of Rancho Palos Verdes Telephone Number: (310) 544-5287 Range of assignments: Contact Name: Ara Mihranian \_\_\_\_\_Contract Amount: \$110,000 to \$450,000 Email Address: aram@rpvca.gov Address: 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275 Brief Contract Description: Preparation of environmental documents including Long Point (Terranea) Resort Project EIR, Crestridge Senior Villas and Palos Verdes Peninsula Senior Center EIR, Marymount College Facilities Expansion EIR. Company Name: Cambria Community Services District Telephone Number: <u>(805) 927-6223</u> Range of assignments: Contact Name: Monique Madrid Contract Amount: \$4,000 to \$400,000 Email Address: mmadrid@cambriacsd.org Address: P.O. Box 65, Cambria, CA 93428 Brief Contract Description: Preparation of environmental documents and special studies including Cambria Emergency Water Supply Project IS/MND, Residential Buildout Reduction Study, Cambria Community Services District Lot Reduction Study, Santa Rosa Creek Trail and Restoration IS/MND, Crosstown Trail IS/MND, West Ranch Water Pipeline IS/MND, Pine Knolls Water Tank Replacement Project IS/MND, Stuart Street Water Tank IS/MND, Cambria Sustainable Water Facility EIR, Water Master Plan Program EIR.

Company Name: City of Mission Viejo
Telephone Number: (949) 470-3053
Contact Name: Larry Longenecker, AICP Contract Amount: \$140,000
Email Address: Ilongenecker@cityofmissionviejo.org
Address:200 Civic Center, Mission Viejo, CA 92691
Brief Contract Description: Prepared a Project EIR for the Mission Viejo Medical Center, which
involved the construction of a four-story, 110,000 square-foot medical office building, and associated
five level parking structure on a 3.76-acre site.
Company Name: City of Costa Mesa
Telephone Number: (310) 318-0637 ext. 2248
Contact Name: Antonio Gardea Contract Amount: \$60,000
Email Address: Antonio.gardea@redondo .org
Address: 415 Diamond Street, Redondo Beach, CA 90277
Brief Contract Description: Mr. Garcia was at the City of Costa Mesa when services were performed.
Prepared the IS/MND for the West 17th Street and Superior Avenue Live/Work Project, which involved
construction of a 29-unit live/work development designed in duplex, three-plex, and four-plex structures.
Company Name: City of Costa Mesa
Telephone Number: <u>(714) 754-5611</u>
Contact Name: Mel Lee Contract Amount: \$60,000
Email Address: mel.lee@costamesaca.gov
Address: 77 Fair Drive, Costa Mesa, CA 92626
Brief Contract Description: Prepared the IS/MND for the Anchor Live/Work Project 1527 Newport
Boulevard, which involved development of 40 live/work units designed in three-plex and four-plex
clusters.

## 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 represe Councilmember concerning SOQ No. 19-02 STAFFING CONSULTANT LIST at any time after	ntatives have not had any communication with a City ON-CALL ENVIRONMENTAL, TECHNCIAL AND er May 29, 2019.
Signature Jalin	Date: July 1, 2019
Andrea Galvin Print	
	OR
Councilmember concerning SOQ No. 19-02	ves have communicated after May 29, 2019 with a City ON-CALL ENVIRONMENTAL, TECHNCIAL AND such communications is attached to this form for public
Signature	Date:
Print	

## **DISCLOSURE OF GOVERNMENT POSITIONS**

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

NONE

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



# APPENDIX B Confidential Audited Financial Statement



GPA has included our latest audited Financial Statement, which is confidential, as Appendix B in the original submittal and in a separately sealed envelope with our Cost Proposal per the Request for Statement of Qualifications 19-02 and the Questions and Answers for On-call Environmental, Technical and Staffing Consultants List (Item 21).

#### **EXHIBIT C**

## **CITY COUNCIL POLICY 100-5**

#### CITY OF COSTA MESA, CALIFORNIA

#### COUNCIL POLICY

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;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

- 1. The dangers of drug abuse in the workplace;
- Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation and employee assistance programs; and
- 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:
  - 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.
- 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.