

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 19TH day of November, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PlaceWorks, Inc., a California Corporation ("Consultant"), and W-WP Westside Gateway Owner VII, L.L.C., a Delaware limited liability company ("Applicant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide environmental and technical services for 671 West 17th Street Live/Work Project (PA-14-29) as more fully described as Exhibit "A"; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference. Ref. project located at 671 W. 17th Street (PA-14-29).

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

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

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

//

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Eighty Six Thousand One Hundred and Sixty Five Dollars (\$86,165.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

approves such additional services in writing. It is specifically understood that oral requests

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on November 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to one (1) term period of six (6) months.

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

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

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

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

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers

are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

PlaceWorks, Inc.
3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707
Tel: (714) 966-9220
Fax: (714) 966-9221
Email: whalligan@
Placeworks.com
Attn: William Halligan

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5023
Fax: (714) 754-4856
Email: minoo.ashabi@
costamesaca.gov
Attn: Minoo Ashabi

IF TO APPLICANT:

W-WP Westside Gateway
Owner VII, L.L.C.
Westport Properties, Inc.
2201 Dupont Dr., Suite 700
Irvine, CA 92612
Tel: (949) 748-5915
Fax: (949) 428-7087
Email: jamiea@
usstorage.net
Attn: C. Jamie Alai

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

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

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

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

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

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

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

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

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

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

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

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

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

statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Chief Executive Officer

Date: 12/11/14

CONSULTANT

REDACTED

William Halligan, Esq., Principal in-Charge
Signature

Date: 11/25/14

REDACTED

Social Security or Taxpayer ID Number

APPLICANT

Date: 11-20-2014

Signature _____

REDACTED

Charles Byerly, Administrative Member

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

REDACTED



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

APPROVED AS TO FORM:

REDACTED

City Attorney

Date: 12/12/14

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date: 12-8-14

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date: 12-4-14

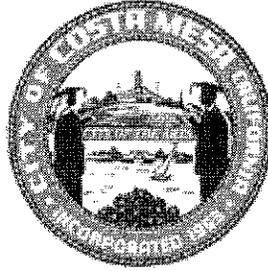
DEPARTMENT HEAD APPROVAL

REDACTED

Gary Armstrong, Development Services Director

Date: 12-4-14

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**176-UNIT DEVELOPMENT WITH DETACHED AND ATTACHED LOFTS AND
LIVE/WORK UNITS**

671 W. 17th Street

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

RFP NO. 15-006



Development Services Department

CITY OF COSTA MESA

Released on Wednesday, October 8, 2014

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

REQUEST FOR PROPOSAL (RFP) NO. 15-006

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for an Initial Study / Mitigated Negative Declaration services. The term is expected to be for one (1) year. Longer initial and extended terms will be considered depending upon the Proposer’s submission regarding use of City facilities and equipment.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million and a total of over \$109 million of fiscal year 2012-2013.

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

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

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

2. TENTATIVE SCHEDULE OF EVENTS (SUBJECT TO CHANGE)

(Approx. 16 Weeks from Date of Kick-Off Meeting)

Release of RFP	October 8, 2014
Deadline for Written Questions (by 5:00 PM)	October 13, 2014
Responses to Questions Posted on Web	October 16, 2014
Proposals Due at 4:00 PM	October 20, 2014

Consultant Selection	Late October 2014
Execution of PSA (City Council Approval Req.)	Early November 2014
Kick-Off Meeting	November 2014
Screen check Draft Due to City for Review	Mid December 2014
Completed Initial Study/Mitigated Neg Dec	
Sections due	January 2015
Public Notice and Review Period (30 Days Min.)	February 2015
Responses to Comments Received	March 2015
Public Hearing(s)	March / April 2015

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

DEADLINE

Three hard copies and one electronic (CD) copy of your scope of work and budget (submitted separately) for this work activity must be received at the City of Costa Mesa by **Monday, October 20, 2014 at 4:00 PM**. Postmarks will not be accepted.

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for environmental consulting assistance. Westport Properties, Inc. has submitted a planning application to the City of Costa Mesa for development of a 176-unit detached and attached residential and live/work development. The work activity includes preparation of an Initial Study/Mitigated Negative Declaration. The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

Please note that this determination is based on the preliminary traffic study that indicated any significant impact to the nearby intersections can be mitigated to below a level of significance. If the final study and traffic counts do not conclude this assumption, an Environmental Impact Report will be required.

TECHNICAL STUDIES

Provided by the Applicant:

Phase 1 and Phase 2 Environmental Assessments;
Exterior Noise Analysis;
Shade and Shadow Analysis;
Noise Analysis;

Soils Analysis; and,
Traffic Study.

Provided by the City:

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

Provided by the Consultant:

The consultant will be responsible for review and incorporating the appropriate technical data to complete the environmental document. The consultant would also be primarily responsible for preparation of the air quality, greenhouse gas analysis and water quality analysis and mitigation measures addressing all impacts that will need mitigation (groundwater, soils, noise, traffic, air quality, etc.).

DESCRIPTION

Development Site:

The 9.010-acre site contains approximately 153,172 square feet of various industrial buildings for Argotech, which is a manufacturer and distributor specialized in aerospace industry for development of hydraulic and fueling systems. The site is located on the southeast corner of W. 17th Street and Pomona Avenue. The site is also accessed from Superior Avenue through an extension of the site. The property is zoned MG (General Industrial) and has a General Plan land use designation of Light Industry. The site is also located within the City's Mesa West Bluffs Urban Plan.

Proposed Project:

The proposal includes a combination of three-story attached live/work product (90 units) and detached live/work product (41 units) as well as residential lofts (45 units) consisting of 3 stories and roof decks for a total of 176 units.

Additional information regarding the preliminary project proposal is contained in the Urban Plan Screening Staff Report presented to the City Council on June 17, 2014, a copy of which is also attached to this RFP.

The project scope involves the following:

- Demolition of all existing facilities on site including approximately 153,172 square feet of industrial structures (105,257 Square feet of buildings, 47,915 square footage of canopies and 16,435 square canopies), and parking lots for the Argotech facilities.

- Discretionary Approval of a Master Plan and Tentative Tract Map. The proposed project will include a master plan for the development, and a tract map for subdivision of the property to allow for the individual sale of units. The final approval authority is the City of Costa Mesa Planning Commission unless appealed to the City of Costa Mesa City Council.
- Construction of a new 176-unit master plan community as described above including the following deviations from the urban plan development standards:

Deviations from Urban Plan and Zoning Standards:

1) Garage Dimensions:

A two-car garage is required to have an interior dimension of 20' wide by 20' long. The proposed development includes garages that are 19' wide by 20' long. The garages includes additional space for trash cart storage.

2) Building Separation:

Ten-foot minimum separation is required between buildings. The detached units are proposed 6 feet apart minimum required by the Building Code. No parking is provided between units.

3) Floor Area Ratio:

Live/work units are subject to a Floor Area Ratio of 1.0 and residential units are subject to maximum density of 13 dwelling per acre. This development includes both live/work and residential units. The two products are separated by development lots and as a result the FAR for the live/work is at 1.11. Floor Area Ratio over 1.0 and with a maximum of 1.25 are subject to approval of the Planning Commission with review of the master plan.

4) Ground floor Workspace:

The minimum requirement for the workspace in the live/work units is a net area of 250 square feet. The proposed workspaces take into account the hallways and entries to meet this requirement.

5) Compact Parking:

The proposal includes approximately 30 percent compact parking for the required open parking spaces.

6) Attached Clusters with More than Five Units:

The Residential Design Guidelines recommend a maximum of six attached units in one building. The site design includes 6-plex and 7-plex buildings along W. 17th Street. Four of the 7-plex buildings are along the public streets. This configuration maximizes the number of units and provides for pedestrian walkways connecting the streets on two sides to the interior of the site and the parking areas. Although, live/work units are not considered residential and not typically subject to the guidelines, applying the standards for massing and air flow and lighting should be considered.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicants' project teams and City staff to discuss the project and the proposed scope of work. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable
Kick-off meeting

TASK 2 - PROJECT DESCRIPTION

Consultant will work with City staff and the applicants to prepare a project description that will articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicants will be the basis for the project description.

Deliverable
Project Description

TASK 3 - PREPARE 1st AND 2nd SCREEN CHECK IS/MND

Consultant will prepare the environmental impact evaluation for the Screen check IS/MND. City staff will not prepare any IS/MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a 2nd screen check IS/MND submittal may need to be provided. A 2nd screen check document and review cycle should be budgeted in the case it is needed.

Consultant will prepare all required CEQA forms including Notice of Intent, Initial Study (IS), and distribution list for review and comment by the City of Costa Mesa. All conclusions and substantiating information will be documented in the IS/MND. Consultant will finalize and distribute the IS/MND by certified mail to all responsible, trustee, and interested agencies, community groups, and individuals.

Deliverable
Screen check IS/MND
Notice of Intent
Distribution List
Notice to Native American Indians (Consultation)

TASK 4 - PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's and applicants' comments on the screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a PROOF CHECK IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable
Proof check IS/MND

TASK 5 - CIRCULATION OF DRAFT IS/MND

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND. Consultant will prepare and distribute copies of the draft IS/MND to the State Clearinghouse and local community groups, local agencies, surrounding jurisdictions, etc. Consultant will prepare and distribute ALL required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City of Costa Mesa will only be responsible for newspaper notices.

Deliverable
Draft IS/MND
And CEQA Notices

TASK 6 - PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by Consultant.

Deliverable
Responses to Comments

TASK 7 - MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the proposal should budget for the following public meetings:

Planning Commission public hearing (two meetings)
City Council public hearing (one meeting if Planning Commission decision is appealed to City Council)

MISCELLANEOUS TOPICS

CEQA documents in the City of Costa Mesa are detailed, public disclosure documents that may oftentimes go above and beyond the minimum requirements of the law. Consultants may sometimes underestimate the budget without understanding the community's high expectations of the contents of an IS/MND. The consultant should keep the following in mind:

- Please exercise some degree of latitude with estimating a realistic project budget that fully realizes the challenges of delivering the IS/MND that will be highly scrutinized.
- Please try to avoid proposing an unrealistic, skeleton budget that may invariably need to be amended later through contract change orders.

- Please be sure to include reimbursable, printing budget, and any other costs associated with this project. (All documents will be printed by Consultant.)
- Please include a 2% contingency in the overall budget. The proposed budget should fully anticipate any unusual work activity associated with detailed Responses to Comments, multiple meeting attendance, etc. that would require funding.

4. 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, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

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

- **Background and Project Summary Section**

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

- **Methodology Section**

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

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii)

methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals 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 or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

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

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

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

- **Qualifications**

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

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

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

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

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

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

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

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

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of

any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

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

- **Checklist of Forms to Accompany Proposal**

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

- Vendor Application Form
- Ex Parte Communications Certificate
- Price Proposal Form
- Disclosure of Government Positions
- Disqualifications Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

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

- **Preparation of Proposal**

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

- **Number of Proposals**

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

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than **4:00 p.m. (no later than 3:59 p.m.)** on **October 20, 2014** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

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

**RE: RFP NO. 15-006 Initial Study / Mitigated Negative Declaration
Inquiries**

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

Mino Ashabi, Principal Planner

mino.ashabi@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP'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 **Monday, October 13, 2014**. The City reserves the right not to answer all questions.

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

- **Conditions for Proposal Acceptance**

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

6. EVALUATION CRITERIA

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

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

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City’s staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above.

A. Responsiveness Screening

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

B. Initial Proposal Review

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

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, **if held**, are tentatively scheduled for the **week of October 20th and/or 27th, 2014** 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 firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

8. PROTEST PROCEDURES

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

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which

the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

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

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

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

10. EX PARTE COMMUNICATIONS

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

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's

proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

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

12. DISCLOSURE OF GOVERNMENTAL POSITION

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

13. CONDITIONS TO AGREEMENT, IF ANY.

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

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

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise

prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

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

Cost for Preparing Proposal

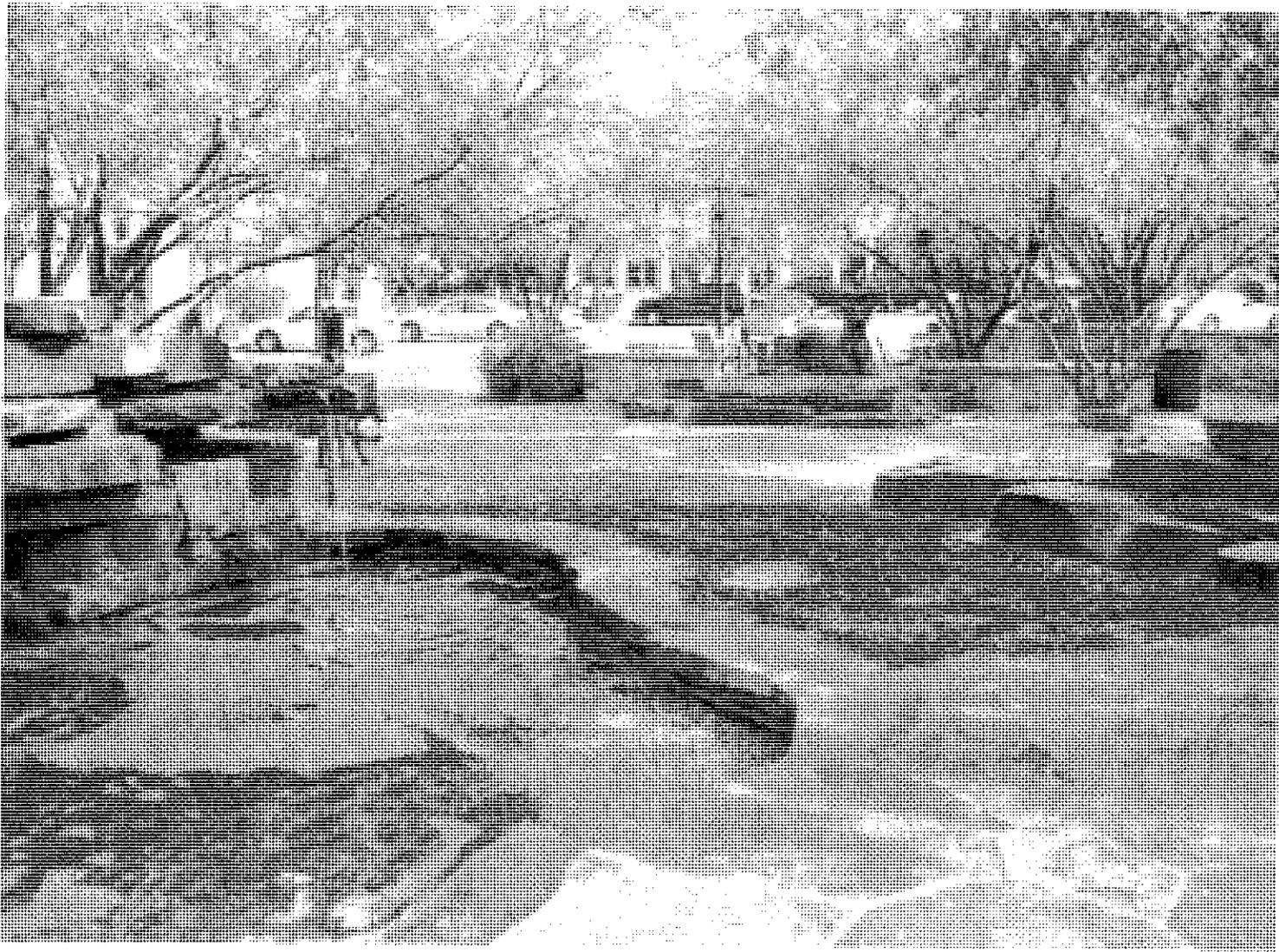
The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

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

APPENDIX A

**EXHIBIT B
CONSULTANT'S PROPOSAL**



Proposal to Provide Environmental and Technical Services for the 17th Street Live/Work Project

CITY OF COSTA MESA | OCTOBER 31, 2014

Proposal to Provide Environmental and Technical Services for the 17th Street Live/Work Project

RFP NO. 15-006 | NOVEMBER 19, 2014

SUBMITTED TO:

CITY OF COSTA MESA

Office of the City Clerk

Minoo Ashabi

Principal Planner

77 Fair Drive

Costa Mesa, CA 92628

714.754.5623 | minoo.ashabi@costamesaca.gov

SUBMITTED BY:

PLACEWORKS

Nicole Morse, Esq.

Associate Principal

3 MacArthur Place, Suite 1100

Santa Ana CA 92707

714.966.9220 | nmorse@placeworks.com

Cover Letter



October 31, 2014

Mino Ashabi, Principal Planner
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Subject: Proposal to Provide Environmental and Technical Services for the 17th Street Live/Work Project (P2014-1019S)

Dear Mr. Ashabi:

Thank you for the opportunity to propose our environmental and technical services for the 17th Street Live/Work Project (proposed Project) at 671 W. 17th Street in the City of Costa Mesa (City). We understand the City's and Westport Properties, Inc. (Project Applicant) desire to move forward with the environmental analysis for this project in a timely and thorough manner. Our firm has a dedicated and experienced staff, with project management systems to ensure that we meet your deadline with high quality standards.

We have two attorneys on-staff to review environmental documentation of this project ensuring a legally defensible environmental document pursuant to the California Environmental Quality Act (CEQA). Based on our review of the materials, we agree that the proposed Project would be eligible for processing with an Initial Study/Mitigated Negative Declaration (IS/MND), provided that upon completion of the analysis are no significant, unavoidable impacts. We have proposed a framework to make this determination early in the process and coordinate with the City to proceed with the most appropriate, legally defensible environmental documentation.

PlaceWorks staff has extensive experience preparing environmental documentation for similar mixed-use and redevelopment projects, including those involving the conversion of industrial sites to residential and mixed-use developments. Specific examples include the Westside Lofts Mitigated Negative Declaration for the City of Costa Mesa; Platinum Triangle Master Land Use Plan Subsequent EIR in the City of Anaheim; Platinum Center Condominiums Mitigated Negative Declaration in the City of Anaheim; City Place Apartments Supplemental EIR for the City of Orange; and Uptown Newport Mixed-Use Project in the City of Newport Beach, to name a few.

William Halligan, Esq., Principal, Environmental Services, will serve as principal-in-charge. Nicole Morse, Esq., Associate Principal, will serve as project director and will be responsible for overall legal defensibility and quality control. Jorge Estrada, Associate, will act as project manager and the City's primary day-to-day contact for this assignment. The environmental team will be supported by our in-house technical experts, design and graphics team, technical editing, and clerical staff, as well as our subconsultants.

We believe that the PlaceWorks team has a unique understanding of the City, and comprehensive, related experience to successfully prepare and process a legally defensible MND for the 17th Street Live/Work Project. And though we believe that our attached proposal is responsive to the City's request, we understand the complexity of the project and as always, would appreciate the opportunity to refine the scope of work and associated costs, if needed, to more fully meet the City's objectives. This proposal and cost shall remain valid for a period of 180 days from the time of submittal. As Principal, Environmental Services, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

Respectfully submitted,
REDACTED

William Halligan, Esq.
Principal, Environmental Services

Nicole Morse, Esq.
Associate Principal

Contents

BACKGROUND AND PROJECT SUMMARY	2
UNDERSTANDING OF THE CITY	2
EXISTING CONDITIONS	2
PROPOSED PROJECT AND OBJECTIVES.....	2
POTENTIAL AREAS OF ENVIRONMENTAL CONCERN	3
METHODOLOGY	3
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION	4
TASK 2: PROJECT INITIATION/KICK-OFF MEETING	4
TASK 3: PROJECT DESCRIPTION	4
TASK 4: TECHNICAL STUDIES.....	5
TASK 5: SCREENCHECK DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION	10
TASK 6: PROOF-CHECK AND PUBLIC DRAFT IS/MND.....	11
TASK 7: RESPONSE TO COMMENTS	12
TASK 8: MITIGATION MONITORING PROGRAM	13
TASK 9: NOTICE OF DETERMINATION	13
TASK 10: MEETINGS	13
STAFFING	13
QUALIFICATIONS	14
PLACEWORKS	14
LGC GEOTECHNICAL, INC.	15
KUNZMAN & ASSOCIATES	15
RELEVANT PROJECTS.....	15
REFERENCES.....	19
FINANCIAL CAPACITY	20
DISCLOSURE	20
SAMPLE AGREEMENT	20

Background and Project Summary

UNDERSTANDING OF THE CITY

The City of Costa Mesa (City) is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million. Since its incorporation in 1953, Costa Mesa has evolved from a quiet semi-rural farming community of 15,000 to a City with a population of over 110,000 and a robust local economy that generates tax revenues of approximately \$100 million annually. The City is a “full service city” and provides a wide range of services to its residents, businesses, and visitors. It is one of California’s most eclectic and vibrant cities featuring some of the best restaurants, retail centers, and cultural arts in the nation.

Aside from being nationally-recognized, Costa Mesa is home to a number of internationally-renowned and world-class cultural arts, entertainment and commercial retail venues and centers, which include the Segerstrom Center for the Arts, South Coast Repertory Theater, Orange County Fairgrounds, and South Coast Plaza. The volume of sales generated by South Coast Plaza makes it not only the single largest commercial retail activity center in the City, but secures its place as the highest volume regional shopping center in the nation.

Other City highlights included its diverse dining scene; campuses of four higher-education institutions (Orange Coast College, Coastline Community College, Vanguard University, and Whittier Law School); 28 parks and two municipal golf courses; 20 public schools and three libraries; The Lab and The Camp, two counter-culture retail developments; and the SoCo Collection, a cutting edge, environmentally-friendly shopping center. Costa Mesa is also the capitol of the action sports industry and the headquarters for companies such as Hurley International, Volcom, RVCA and Paul Frank Industries.

EXISTING CONDITIONS

The project site is zoned MG (General Industrial) and has a General Plan land use designation of Light Industry and is located within the City’s Mesa West Bluffs Urban Plan, which includes a Live/Work Lofts or Residential Overlay Zone. The primary land uses within the Mesa West Bluffs Urban Plan area include single- and multifamily neighborhoods and industrial uses. Land uses surrounding the project site consists of a mix of commercial and industrial uses.

The 9.01-acre project site is at 671 17th Street in the City of Costa Mesa, on the southeast corner of the 17th Street/Pomona Avenue intersection. The site fronts onto 17th Street and Pomona Avenue; primary vehicular access is provided from 17th Street and Pomona Avenue, with secondary access provided from Superior Avenue through a linear extension of the site. Regional Access to the project site is via Newport Boulevard (also known as State Route 55 [SR-55]).

The site contains approximately 153,172 square feet of various industrial buildings and structures for Argotech, an aerospace manufacturer and distributor of hydraulic and fueling systems. The buildings are used for offices, indoor/outdoor assemblies, and manufacturing and testing facilities. The building occupancy percentage is at approximately 50 percent. Other existing site improvements include parking areas, driveways/drive aisles, landscaping, and other hardscape improvements.

PROPOSED PROJECT AND OBJECTIVES

The proposed Project includes the demolition of all existing buildings, structure and hardscape onsite (153,172 square feet), parking lots, and drive aisles, and the removal of a number of mature ornamental trees and other landscape improvements throughout the site.

Once the project site is cleared and graded, Westport Properties, Inc. (Project Applicant) would redevelop the project site with a total of 176 units, including a mix of residential loft and live/work units, consistent with the permitted uses of the Mesa West Bluffs Urban Plan. The overall density would be 19.53 dwelling units per acre, which would be within the density permitted in the Mesa West Bluffs Urban Plan. Specifically, the proposed Project would include a mix of product types, which include an attached live/work product (89 units), a detached live/work product (41 units), and attached residential lofts (46 units). All of the units would be three stories with a roof deck and would include a two-car garage.

In addition to the two-car garages, open/uncovered parking spaces would be dispersed throughout the site in key areas. To accommodate the remaining parking needs, the proposed Project also includes dedication and use of a portion of eastern end of the Pomona Avenue right-of-way for on-street angled parking. Primary access to the project site would be provided via 17th Street, with secondary access provided via Pomona Avenue and Superior Avenue. A 0.5-acre linear open space area would be centrally located within the project site, featuring amenities such as a community garden, a tot lot, passive open space, and paseos. A second tot lot would be provided along the southern end of the site.

The proposed Project requires the following discretionary actions.

- » Master Plan to activate the zoning provisions of the Mesa West Bluffs Urban Plan and adopted an overall development plan for the site.
- » Tentative Tract Map to allow for the subdivision of the site and permit individual sale of units.
- » Deviations from the Mesa West Bluffs Urban Plan development standards, including garage dimensions, building separation, floor-area ratio, ground floor workspace, compact parking, and attached clusters with more than five units.

POTENTIAL AREAS OF ENVIRONMENTAL CONCERN

Potential areas of environmental concern associated with redevelopment of the project site with the proposed live/work and residential lofts, which will need to be fully and adequately analyzed and mitigated in the IS/MND, include:

- » Soil and groundwater remediation due to the existing onsite and surrounding industrial uses.
- » Noise impacts on future project residents due to surrounding industrial-related noise sources.
- » Potential land use conflicts associated with the adjacency of industrial uses.
- » Emission sources within proximity of the project site that may emit hazardous air emissions and the potential health risk to occupants and residents of the proposed Project.
- » Potential vehicular and pedestrian traffic and circulation concerns due to the amount and types of trips created by the proposed Project, and the industrial nature of the project area.

Methodology

The following scope of work has been prepared in accordance with our approach and project understanding, and it allows the City and Project Applicant some flexibility and the most cost- and time-efficient method to proceed with the preparation of an Initial Study that will support the adoption of a Mitigation Negative Declaration (IS/MND). If the environmental analysis indicates that there are unavoidable impacts, an EIR would be required and the scope of work would need to be revised. Our scope of work assumes that PlaceWorks will provide comprehensive environmental and technical services and that we will be responsible for each step of the CEQA process, from assisting the City with finalizing

the Notice of Intent and IS/MND to filing of the Notice of Determination. Specific tasks and roles of PlaceWorks, city staff, and the applicant's team are detailed in each task below.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PlaceWorks project manager will coordinate closely with City staff to ensure that the IS/MND and associated technical documents delivered to the City are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with City staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

The project manager will be the key contact for the City and will be responsible for managing (1) IS/MND task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the City's project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the IS/MND; (4) ensuring that the environmental review process and the IS/MND satisfy the statutes and guidelines of CEQA and the City of Costa Mesa CEQA procedures; and (5) representing the consultant team in public meetings and conference calls as requested by the City.

The project management task is based on the proposed Projects' estimated 5- to 6-month schedule. If the schedule of the project is extended for reasons beyond PlaceWorks' control, a contract amendment may be required for additional fees for project management and coordination efforts.

Deliverable(s):

- Ongoing project management (an estimated 5 hours/month for the project manager and two hours/month for the project director) for the duration of the approximately 5- to 6-month schedule, as outlined in Table 1, *Proposed Schedule*

TASK 2: PROJECT INITIATION/KICK-OFF MEETING

Under this task, PlaceWorks' project director and project manager will participate in a project initiation/kick-off meeting with City staff and the Project Applicant to introduce our team; discuss the proposed Project and the project objectives; identify any data needs; and confirm the project approach, scope, and schedule. For the meeting, we will initiate a discussion of the project's potential issues and opportunities as observed by City staff and the Project Applicant. It may be desirable to include representatives from other City departments and the Project Applicant's consultants at the meeting, as deemed necessary. Our scope assumes that the City will coordinate the meeting internally.

Deliverable(s):

- Meeting notes, action items

TASK 3: PROJECT DESCRIPTION

In coordination with City staff and the Project Applicant, PlaceWorks will prepare a detailed project description that outlines all pertinent development activities and components of the proposed Project, required discretionary approvals, and any other pertinent information. Project information, plans, and details provided by the Project Applicant (e.g., conceptual site and landscape plans, project construction and phasing information, proposed green building/sustainability measures) will be the basis for the preparation and completion of a project description that is not only accurate, but also adequate for the purposes of the CEQA analysis to be conducted under Tasks 4 and 5. The project description will be provided in

memo/letter format and will include all necessary exhibits (e.g., location map, site plan, building elevations/renderings provided by the project applicant) necessary to describe the proposed Project. As a part of this task, we will conduct a site visit and document existing conditions with photographs.

PlaceWorks will coordinate with the City and Project Applicant to obtain any additional or updated information for the proposed Project, including technical reports and construction equipment and schedule information. Project site and landscape plans, building elevation/rendering exhibits, grading plans, and utility plans (as available) will also be utilized to accurately evaluate project-related impacts. Additionally, per the RFP, it is our understanding that background information on other aspects of the environmental review, such as biological and cultural resources, land use, population and housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

Deliverable(s):

- Digital copies of the draft and final project descriptions

TASK 4: TECHNICAL STUDIES

Based on our assumptions and understanding, the following technical analyses/studies have been or will be prepared by the Project Applicant's technical consultants and will be available for our effort. For the purpose of this proposal, the technical analyses/studies are assumed to contain all information necessary to evaluate impacts associated with the proposed Project.

- » Conceptual Site Plan, Landscape Plan, Tentative Tract Map, Building Elevations/Renderings, and Shade/Shadow Analysis
- » Conceptual Utility and Grading Plans (if available)
- » Noise Analysis
- » Preliminary Geotechnical Report
- » Preliminary Hydrology Study and Water Quality Management Plan
- » Phase I and II Environmental Site Assessments, Health Risk Assessment
- » Traffic Study

PlaceWorks will conduct a peer review of the technical studies prepared by the project applicant's consultants. The applicant will be responsible for updated the technical analysis and/or providing responses to address the peer review comments. PlaceWorks will incorporate the findings and recommendations of the final technical studies into the IS/MND analysis. Complete technical studies will be included as appendices to the IS/MND.

TASK 4.1: PREPARATION OF AIR QUALITY AND GREENHOUSE GAS EMISSIONS ANALYSIS

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate potential impacts of the construction and operation of the proposed Project. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (SCAQMD). The analysis will include quantification of project-related criteria air pollutant and GHG emissions using the California Emissions Estimator Model (CalEEMod), which is the latest emissions computer model. PlaceWorks was a beta tester for the CalEEMod program and was involved in beta testing the latest version of CalEEMod (CalEEMod 2012 beta, released as CalEEMod 2013). The analysis will be incorporated into the IS/MND and modeling datasheets will be included as an appendix to the IS/MND.

For the purpose of this scope and cost estimate, we assume that the proposed Project will be developed in only one development phase. If it is made known later that the proposed Project will be implemented in

multiple development phases, a scope and budget augment may be required for the additional modeling that may be necessary to evaluate emissions associated with each development phase.

CRITERIA AIR POLLUTANTS: CONSTRUCTION PHASE

The construction phase regional emissions inventory will be based on the construction schedule, including duration for each construction subphase, anticipated equipment for each construction subphase, and estimated earthwork movement and demolition debris, as provided by the Project Applicant. Project-related construction emissions will be compared to the SCAQMD regional significance construction thresholds. Localized air pollution impacts from construction equipment exhaust and fugitive dust will also be compared to SCAQMD's localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site. Mitigation measures will be identified, as necessary, to reduce any potentially significant impacts.

CRITERIA AIR POLLUTANTS: OPERATIONAL PHASE

Criteria air pollutants generated from operation of the existing land use(s) and the proposed Project will be calculated using CalEEMod based on the types of land use and the average daily trip generation for each, as provided by the Project Applicant's traffic consultant. The net operational-phase emissions will be compared to SCAQMD's significance thresholds for the operation phase. Additionally, consistency of the project's regional emissions will be evaluated against the SCAQMD Air Quality Management Plan. For the purpose of this proposal and based on our preliminary review and assumptions, it is anticipated that operation of the proposed Project would not exceed SCAQMD's thresholds and no significant unavoidable impacts would be identified.

OTHER AREAS OF IMPACT

The air quality analysis will evaluate impacts from carbon monoxide (CO) hotspots related to operation of the proposed Project. The South Coast Air Basin has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS. For purposes of this scope and cost estimate, it is assumed that modeling of CO hotspots will not be required. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots.

A qualitative assessment of potential odor generation will also be included to describe potential odor impacts. For the purpose of this proposal, it is assumed that operation of the proposed Project would not result in significant odor impacts. The air quality analysis will also provide a qualitative discussion of the compatibility of the proposed Project to the surrounding area from an air quality perspective. If necessary, the findings and any recommended mitigation measures of the optional health risk assessment (see Task 1.3) will be incorporated into the air quality discussion.

GHG EMISSIONS IMPACTS

Pursuant to the recommendations of the Governor's Office of Planning and Research and the latest methodology proposed by SCAQMD, project-related GHG emissions will be quantified for project-related transportation sources, area sources (i.e., landscaping fuel, architectural coatings, consumer products), energy sources (i.e., natural gas consumption, energy use), water and wastewater use, and waste generation associated with the project. In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency. The net project-related GHG emissions will be assessed against the proposed SCAQMD bright-line screening threshold of 3,000 metric tons per year, and if necessary, to the SCAQMD project-level efficiency threshold of 4.8 metric tons

per year per service population. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed Project.

GHG PLAN CONSISTENCY

The GHG emissions analysis will also discuss the potential global climate change impacts, the effects of GHG emissions, and history of GHG emissions regulations in California. Project consistency with statewide GHG emissions reduction strategies (California Air Resources Board [CARB] Scoping Plan) and the 2012 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) for the Southern California Association of Governments region will also be reviewed.

Deliverable(s):

- Air Quality and GHG Analysis, with modeling data to be provided to the IS/MND

TASK 4.2: PEER REVIEW OF PRELIMINARY GEOTECHNICAL REPORT

LGC Geotechnical, Inc. (LGC), will conduct a peer review of the preliminary geotechnical report—to be completed or that has been completed by the Project Applicant's geotechnical consultant—to ensure that the report is adequate for supporting the analysis, findings, and conclusions of the IS/MND. The preliminary geotechnical report will be evaluated in accordance with the criteria and standards of the State of California and City of Costa Mesa for preparing geotechnical reports. The following scope of work is anticipated to be required for the work to be conducted under this task:

- » Review the finalized project description to fully understand the scope of the proposed Project.
- » Conduct a site visit to observe existing conditions.
- » Peer review of the preliminary geotechnical report, including measures identified in the report to reduce potential geotechnical impacts.
- » Provide a written summary of the preliminary geotechnical report in a technical memorandum identifying any shortcomings or fatal flaws and outlining findings, including items needing clarification or recommendations to be addressed by the Project Applicant's geotechnical consultant.

LGC will conduct this peer review in a timely and thorough manner. After the preliminary geotechnical report has been deemed complete and adequate, PlaceWorks will incorporate the findings and recommendations of the report into the IS/MND, and the report will be provided as an appendix to the IS/MND.

Deliverable(s):

- Technical memorandum of geotechnical peer review assessment

TASK 4.3: PEER REVIEW OF HEALTH RISK ASSESSMENT

The applicant will prepare a Health Risk Assessment (HRA) that includes the characterization of emission sources located within 1,000 feet of the project site that may emit hazardous air emissions and to determine the potential health risk to occupants and residents of the proposed Project.

Based on data obtained through the SCAQMD's online database, we assume that approximately 10 stationary sources within 1,000 feet of the project site will be evaluated as a part of the HRA. Although there are at least 20 permitted facilities reported by SCAQMD, most of these facilities have inactive permits or equipment; the other facilities have spray booths. There also may be non-permitted emission sources in the vicinity of the project site that would require characterization. Those facilities include, but are not limited

to, automotive repair businesses, restaurants with charbroilers, print shops, and warehouse distribution centers.

The project site is also approximately 940 feet west of SR-55 (Newport Boulevard). The primary air pollutant of concern from this major roadway is diesel particulate matter. Emissions generated by vehicles traveling on SR-55 will be determined by using data provided by Caltrans (fleet mix and freeway volumes) and CARB's EMFAC2011 computer model. Dispersion modeling will be performed using an SCAQMD-accepted, computer-based model (e.g. ISCST3, AERMOD) to determine ground-level concentrations of hazardous air pollutants at the project site. Cancer and toxicity data published by the California Environmental Protection Agency will be used to estimate long-term health risks for onsite sensitive receptors.

If the modeling results show that the risk to project occupants would exceed a threshold level of 10 in a million without mitigation, potential mitigation measures to reduce the risk to a less than significant level could include the installation of maximum efficiency reporting value (MERV) filters.

Deliverable(s):

- Technical memorandum of Health Risk Assessment

TASK 4.4: PEER REVIEW OF HYDROLOGY STUDY AND WATER QUALITY MANAGEMENT PLAN

Under this task, PlaceWorks' in-house hydrology and water quality specialist will conduct a peer review of the preliminary hydrology study and Water Quality Management Plan (WQMP)—prepared by the Project Applicant's geotechnical consultant—to ensure that the technical reports are adequate for supporting the analysis, findings, and conclusions of the IS/MND. The preliminary hydrology study and WQMP will be evaluated in accordance with the criteria and standards of the County of Orange and City for preparing these technical reports. Any measures outlined in the technical reports to reduce hydrology and water quality impacts will be reviewed for their adequacy and ability to reduce identified impacts to a level of less than significant.

PlaceWorks will conduct this peer review in a timely and thorough manner and provide a technical memorandum to the City identifying any shortcomings, fatal flaws, gaps or errors in information or analysis, or areas of needed clarification from the Project Applicant's geotechnical consultant. After the preliminary hydrology study and WQMP have been deemed complete and adequate to support the IS/MND for the project, PlaceWorks will incorporate the findings and recommendations of the technical reports into the IS/MND, and the reports will be provided as appendices to the IS/MND.

The cost estimate for this task includes a conference call with the City/Project Applicant to discuss any hydrology or water quality issues uncovered during the review and preparation of a second memorandum to address final changes made by the Project Applicant's consultant based on the initial comments.

Deliverable(s):

- Technical memorandum of hydrology and water quality peer review assessment

TASK 4.5: PEER REVIEW OF NOISE ANALYSIS

Under this task, PlaceWorks' in-house noise specialists will conduct a peer review of the noise technical reports listed in the RFP as "Exterior Noise Analysis" and "Noise Analysis" —to be prepared by the Project Applicant's technical consultant— to ensure that the technical reports are adequate for supporting the analysis, findings, and conclusions of the IS/MND. The construction and operational noise and vibration analysis provided in the technical reports will be evaluated in accordance with the noise and vibration

criteria and standards of the City's General Plan and Municipal Code. Any measures outlined in the technical reports to reduce noise and vibration impacts will be reviewed for their adequacy and ability to reduce identified impacts to a level of less than significant.

PlaceWorks will conduct this peer review in a timely and thorough manner and provide a technical memorandum to the City identifying any shortcomings, fatal flaws, gaps or errors in information or analysis, or areas where we need clarification from the Project Applicant's technical consultant. After the noise technical reports have been deemed complete and adequate to support the IS/MND for the project, PlaceWorks will incorporate the findings and recommendations of the technical reports into the IS/MND, and the reports will be provided as appendices to the IS/MND.

Deliverable(s):

- Technical memorandum of noise peer review assessment

TASK 4.6: PEER REVIEW OF ENVIRONMENTAL SITE ASSESSMENTS

Under this task, PlaceWorks' in-house site assessment specialist will conduct a peer review of the Phase I and II Environmental Site Assessments (ESAs)—to be prepared by the Project Applicant's technical consultant—to ensure that the ESA's have been prepared in accordance with the standards for performing ESAs, which are promulgated by the United States Environmental Protection Agency and are based in part on the American Society for Testing and Materials (ASTM) in Standard E1527-13. We will also peer review the ESA's to ensure that they are adequate for supporting the analysis, findings, and conclusions of the IS/MND. Any measures outlined in the ESA's to reduce impacts related to hazards and hazardous materials will be reviewed for their adequacy and ability to reduce identified impacts to a level of less than significant.

Based on our initial search of the Regional Water Quality Control Board's (RWQCB) Geotracker database, there appear to be two areas of environmental concern for the project site:

- » A former gas station at 1695 Superior Avenue near the 17th Street/Superior Avenue intersection, just east of the northern project boundary, which received regulatory closure in 2005 following vapor extraction and ozone sparging.
- » The Carter site (former aerospace fueling systems and cryogenic pump manufacturing facility from 1950s to 2009) at 617 W. 17th Street near the 17th Street/Superior Avenue intersection, just east of the northern project boundary, was recently closed with a requirement that environmental monitoring must occur during redevelopment. RWQCB expected that areas of previously undetected soil contamination would be encountered when the structures and an abandoned in-place underground storage tank (UST) were removed. RWQCB also noted concerns about vapor risk for indoor air. When they closed the site there was still toluene, TCE and other solvents in the groundwater at the site, which is approximately 24 feet below ground surface.

These environmental concerns, as well as any others determined based on our peer review of the ESA will be provided to the City for consideration. PlaceWorks will conduct this review in a timely and thorough manner and provide a technical memorandum to the City identifying any shortcomings, fatal flaws, gaps or errors in information or analysis, or areas where we need clarification from the Project Applicant's technical consultant. After the ESA has been deemed complete and adequate, PlaceWorks will incorporate the findings and recommendations of the ESA into the IS/MND, and the ESA will be provided as an appendix to the IS/MND.

Deliverable(s):

- Technical memorandum of ESA peer review assessment

TASK 4.7: PEER REVIEW OF TRAFFIC STUDY

Under this task and as a subconsultant to PlaceWorks, Kunzman Associates, Inc., will conduct a peer review of the traffic study—to be prepared by the Project Applicant's technical consultant—to ensure that the technical report is adequate for supporting the analysis, findings, and conclusions of the IS/MND. The traffic study will be evaluated in accordance with the criteria and standards of the City of Costa Mesa for preparing traffic studies.

The following scope of work is anticipated to be required for the work to be conducted under this task:

- » Review the finalized project description to fully understand the scope of the proposed Project and discuss the peer review approach with PlaceWorks.
- » Peer review of the traffic study, including measures identified in the report to reduce all traffic impacts identified.
- » Conduct a field survey of the project site and study area.
- » Determine if the City's latest standards and traffic impact study guidelines have been followed, and whether any County of Orange and/or Caltrans standards are applicable.
- » Provide a written summary of the traffic study in a technical memorandum identifying any shortcomings or fatal flaws and outlining findings, including items needing clarification or recommendations to be addressed by the Project Applicant's traffic consultant.

Kunzman will conduct this review in a timely and thorough manner. After the traffic study has been deemed complete and adequate, PlaceWorks will incorporate the findings and recommendations of the technical report into the IS/MND, and the report will be provided as an appendix to the IS/MND. Any measures outlined in the technical report to reduce traffic impacts will be reviewed for their adequacy and ability to reduce identified impacts to a level of less than significant.

Deliverable(s):

- Technical memorandum of traffic peer review assessment

TASK 5: SCREENCHECK DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Based on our review of the materials provided to us and our understanding of CEQA and the environmental issues associated with the proposed Project, it is anticipated that environmental impacts can be mitigated to a less than significant level. The approach for this project, therefore, is preparation of an Initial Study (IS) that will support the adoption of a Mitigated Negative Declaration (MND) under CEQA.

The screencheck draft IS/MND will generally follow the City's Initial Study format and will clearly identify and address all potential issues facing the proposed Project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The existing conditions of the project site will be used to set the baseline for the environmental analysis. The screencheck draft IS/MND will address each of the environmental topics included in the CEQA Guidelines for the proposed project:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Utilities and Service Systems

Findings will be clearly substantiated in the IS/MND for each environmental topic checklist question to conclude that: 1) there will be no impacts, 2) impacts will be less than significant, 3) or impacts will be less than significant with mitigation incorporated. The IS/MND will meet the requirements of CEQA (California Public Resources Code, sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, sections 15000 et seq.).

The completed screencheck draft IS/MND will be submitted to the City for review and comment. Our proposed schedule and budget assume that a complete screencheck document will be prepared for review and comment, which is more efficient than submittal of selected sections on an incremental basis. Additionally, it is also assumed that all City staff comments concerning the screencheck draft IS/MND will be transmitted in writing or via email to PlaceWorks at the same time. PlaceWorks' project director and/or project manager will meet with City staff to discuss and resolve any major areas of concern in the screencheck or to clarify areas of misunderstanding, etc. Follow-up with City staff/departments will be conducted as necessary to respond to comments.

For the purposes of this proposal, we assume that **up to two rounds of review** of the screencheck draft IS/MND by City staff will be necessary. The second screencheck draft IS/MND will only be necessary if City staff comments are extensive, thereby requiring a second round of review by City staff. However, for the purpose of this proposal, we have budgeted for two rounds of review. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Native American Consultations. Although SB18 is not required for this project, we will assist the City with their Native American tribal consultation efforts. Our work will include coordination with the Native American Heritage Commission (NAHC) in obtaining a list of Native American tribes that may wish to consult with the City and assisting the City with preparation of the formal Native American tribal consultation letters. In the letter to NAHC we will request a Sacred Lands File Search and a current Native American Contact List for the vicinity of the project area. Once the formal Native American tribal consultation letters are completed, we assume that they will be placed on City letterhead and mailed out directly by the City.

Deliverable(s):

- Up to 4 hard copies of the screencheck draft IS/MND and 2 digital copies (including technical appendices)

TASK 6: PROOF-CHECK AND PUBLIC DRAFT IS/MND

PlaceWorks will edit the IS/MND upon receipt of the first and/or second round (depending on the number of reviews required) of the City's review comments. Once all revisions have been made in the IS/MND, we will submit it to the City as a "proof-check" version. The proof-check IS/MND is the final copy of the IS/MND before it goes into reproduction. No major comments or revisions are anticipated from the City on this version of the IS/MND.

Upon approval of the IS/MND as the public draft version, we will also prepare a Notice of Intent (NOI). PlaceWorks will reproduce and distribute the public draft IS/MND and NOI to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. It is assumed that the City will be responsible for all newspaper notices and site postings, and if necessary, will post the IS/MND on the City's website.

Please note that the reimbursables budget outlined in our cost estimate (provided under separate cover) does include the California Department of Fish and Wildlife (CDFW) filing fee for MNDs. It is possible that the project may qualify for a CDFW Determination of No Effect since the project is in an urbanized area and is surrounded by developed land uses. PlaceWorks will coordinate with CDFW for a Determination of No Effect and submit the necessary forms to CDFW. This effort will be undertaken concurrently with the work effort that will occur under this task, since it typically takes two to four weeks to process. If we are able to obtain the Determination of No Effect, the CDFW fee will not be used.

Deliverable(s):

- Up to 10 hard copies of the public draft IS/MND and 20 digital copies (including technical appendices)
- File NOI with County Clerk, including administrative and CDFW filing fees

TASK 7: RESPONSE TO COMMENTS

Although not mandated by CEQA, but as standard City policy and standard practice by PlaceWorks, we will prepare responses to comments received on the IS/MND to enable City decision makers to adequately consider and address any agency, organization, or community comments and concerns. Following receipt of all comments on the IS/MND, a Response to Comments document will be prepared, which will contain copies of all comment letters received plus written responses to all comments. Responses will focus on comments that address the substance and technical adequacy of the IS/MND. Other comments that do not address the IS/MND substance and adequacy will be noted as such and no further response will be provided, unless deemed necessary by the City. Responses will be prepared by PlaceWorks, with input from the City and Project Applicant, as needed.

The completed screencheck Response to Comments document will be submitted to the City for review and comment. PlaceWorks will edit the Response to Comments document upon receipt of the of City's review comments. Once all revisions have been made to the Response to Comments document, we will prepare the final draft of the document and submit it to the City. PlaceWorks will also mail the final draft Response to Comments document to all commenting agencies.

The budget for the Response to Comments is based on a total of approximately 50 hours for preparation of the Response to Comments document. The estimated number of hours anticipates that there will be a moderate level of interest from the community and that several comment letters will be received on the environmental. This task includes one round of review of the Response to Comments document by the City. The estimated budget assumes that the comments will be directed at the substance and technical adequacy of the IS/MND, and that the comments will be compiled by the City and transmitted in writing or via e-mail to PlaceWorks. While this budget provides a cushion to address a potential increase in comments, the budget may need to be revised if an unexpectedly large volume of comments is received (over 25 letters or 50 pages of environmental related comments) or new technical studies are required. Should this situation become apparent, we will discuss this concern with the City before the Response to Comments budget is consumed and determine an appropriate course of action.

Deliverable(s):

- Digital copies of the screencheck and final Response to Comments document

TASK 8: MITIGATION MONITORING PROGRAM

PlaceWorks will prepare a Mitigation Monitoring Program (MMP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMP will be defined through working with City staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will be in standard City format and will identify the significant impacts that would result from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMP will be submitted to City staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6).

Deliverable(s):

- One digital copy of the MMP

TASK 9: NOTICE OF DETERMINATION

Within five days of the final IS/MND adoption, PlaceWorks will file a Notice of Determination (NOD) with the County Clerk. The NOD will be transmitted by certified or express mail or will be hand delivered so there is a record of receipt.

Deliverable(s):

- File NOD with State Clearinghouse and County Clerk

TASK 10: MEETINGS

Our scope of work and cost estimate assume attendance by PlaceWorks project director and/or project manager at a total of up to six conference calls and two in-person meetings, and up to three public meetings at the City, as listed below. Additional conference call participation or meeting/hearing attendance by PlaceWorks upon the City’s request will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved, as included in this proposal.

Deliverable(s):

- Up to six conference calls and two in-person meetings
- Up to three public meetings (Planning Commission [up to two] and City Council [one, if Planning Commission decision is appealed to City Council])

Staffing

Key staff resumes are provided in the appendix.

Key Staff	Role	Anticipated Hours of Service
PLACEWORKS		
William Halligan, Esq. Principal	Principal-in-Charge	4
Nicole Morse, Esq. Associate Principal	Project Director	134
Jorge Estrada Associate	Project Manager	243
Nicole Vermillion Associate Principal	Air Quality, GHG	7

Cathy Fitzgerald, PE, QSD/QSP Senior Engineer	Hydrology, Water Quality	27
Denise Clendening, PhD Associate Principal	Health Risk Assessment	20
Bob Mantey Manager, Noise, Vibration & Acoustics	Noise	10
John Vang, JD Associate	Air Quality, GHG, Noise	20
Steve Bush, EIT Project Scientist	Health Risk Assessment, Hydrology, Water Quality	36
Stephanie Chen, EIT Air Quality/GHG & Noise Specialist	Air Quality, GHG, Noise	48
Natalie Foley Planner, Noise	Noise	48
Cary Nakama Graphics Specialist	Graphics	16
Gina Froelich Senior Editor	Editing	20
Laura Munoz Document Specialist	Word Processing	16
LGC GEOTECHNICAL, INC.		
Dennis Boratynec, PE, GE President	Geotechnical Support	5
Kevin Colson, CEG, PG Secretary	Geotechnical Support	3
Brad Zellmer, PE, GE Project Engineer	Geotechnical Support	12
KUNZMAN & ASSOCIATES		
William Kunzman, PE President	Traffic Engineering	14
Carl Ballard, PE President	Traffic Engineering	5

Qualifications

PLACEWORKS

PlaceWorks is a comprehensive planning, environmental and design firm offering a wide range of in-house technical expertise. We currently staff 112 employees in six offices and serve both public- and private-sector clients in the fields of comprehensive planning, environmental analysis and science, urban design, landscape architecture, and Geographic Information Systems (GIS). PlaceWorks believes that the best planning reflects the community it serves and works in concert with the surrounding natural environment.

Our CEQA principals are well known in the industry and bring decades of knowledge and experience to our projects. As demonstrated in this proposal, our CEQA staff can responsively meet complex projects with

demanding schedules. In addition to our CEQA generalists, our technical specialists include environmental scientists, licensed professional engineers, licensed professional geologists, registered environmental assessors, and an economist, many of whom possess extensive experience, often 20 years or more. Unique to our firm, three of our CEQA practitioners are also land use/CEQA attorneys.

Our practical approach is key to our success with all of our projects. We recognize that streamlined, time and cost-efficient review and processing is critical to our clients. Through our experience, we determine the appropriate level of CEQA documentation and public review to assure legal defensibility while avoiding unnecessary analysis and delays.

LGC GEOTECHNICAL, INC.

LGC Geotechnical, Inc. is a Southern California based geotechnical consulting firm with its office located in San Clemente, California. LGC Geotechnical focuses on providing professional geotechnical services throughout Orange County. We provide quality, full service geotechnical services to clients, which include public agencies, local Cities, residential and commercial developers, architects, insurance companies, utility companies, and homebuilders. The staff at LGC Geotechnical consists of highly educated and licensed professionals including registered geotechnical engineers (GE) and certified engineering geologists (CEG). Together they combine their technical knowledge and wide-ranging field experience to provide effective geotechnical engineering solutions to complex geologic problems.

LGC Geotechnical currently has over 25 full time staff members. Our project managers are currently working at 75 percent of their capacity, so both our project manager and soil technician are readily available to provide services.

KUNZMAN & ASSOCIATES

Kunzman Associates, Inc. is a California Corporation located in the City of Orange and specializes in planning for governmental agencies and the business community. The firm has highly qualified personnel with experience throughout Southern California at the regional, local, and individual project level. The experience of the firm's personnel in planning and operations for new planned communities, as well as established areas provides the special skills necessary for determining imaginative, practical, and meaningful solutions. The firm was established in 1976 by William Kunzman, P.E., and since then the firm has completed over 4,000 studies for over 800 different clients. Kunzman Associates, Inc. provides services for transportation planning/traffic engineering, parking, noise/vibration studies, expert witness, and air quality/global climate change/health risk assessments.

RELEVANT PROJECTS

PLACEWORKS

LINCOLN AVENUE SPECIFIC PLAN EIR

The project consists of a general plan amendment, zone change, and specific plan to allow for an additional 500,000 square feet of commercial/office/retail uses and 91 additional residential units. The vision of the specific plan is to transform the corridor from an industrial and limited commercial area into a vibrant neighborhood-serving district, with new housing options and a complement of local neighborhood serving retail, service businesses, and office spaces tied together with public improvement projects that create a vibrant and enjoyable pedestrian environment along Lincoln Avenue. In order to achieve the vision of a neighborhood-serving district, the specific plan includes development standards for each proposed land use. In addition, mixed-use projects are proposed to encourage redevelopment of underutilized parcels and industrial properties to more compatible land uses.

Key Staff/Responsibilities: Nicole Morse (Project Manager), Nicole Vermilion (Air Quality/GHG), Bob Mantey (Noise), John Vang (Air Quality/Noise)

IRVINE BUSINESS COMPLEX VISIONING PLAN AND EIR

The Irvine Business Complex Residential Vision Plan and Mixed-Use Overlay Zone allows for a mixed-use community to provide Irvine's growing population with high-quality, convenient housing and local jobs. A key component of the 2,800-acre plan is town centers: that is, high-density neighborhood hubs linking various segments of the project. Particular areas of challenge for the EIR were air quality, hazards, water, noise, land use compatibility, public services, and traffic. Because the overlay zone proposes residences near industrial, PlaceWorks suggested and conducted a series of industrial adjacency assessments to determine how much air emissions and hazardous materials use residents might be exposed to.

Key Staff/Responsibilities: Nicole Vermilion (Air Quality/GHG Specialist), Bob Mantey (Noise, Vibration, Acoustics), Cathy Fitzgerald (Hydrology/Water Quality), Denise Clendening (Health Risk Assessment), Jorge Estrada (CEQA Key Staff), John Vang (CEQA Key Staff)

HARBOR CORRIDOR SPECIFIC PLAN AND EIR

PlaceWorks prepared two specific plans for the City of Garden Grove aimed at revitalization and redevelopment. The Community Center Specific Plan focused on the downtown area, which was not economically successful. The plan built in an incentive program to encourage development and included design guidelines and customized regulations and procedures. The EIR covered an amendment to the Community Project, adding 1,148 acres of commercial, office, industrial, and residential areas to the Redevelopment District's existing 997 acres.

The Harbor Corridor project contained completely customized regulations and procedures to implement a revitalization program for Harbor Boulevard in Garden Grove and served as a prototype for subsequent plans. Its design guidelines package included architecture, landscaping, façade revitalization, public spaces, and parking. The effort included an economic overview and market study, environmental analysis, a comprehensive circulation study, development standards, and an extensive public participation program.

Key Staff/Responsibilities: Nicole Morse (Project Manager), Nicole Vermilion (Air Quality/GHG), Bob Mantey (Noise), John Vang (Air Quality/Noise)

THE PINNACLE AT SERRANO HIGHLANDS

PlaceWorks prepared a Mitigated Negative Declaration and Initial Study for The Pinnacle at Serrano Highlands for the City of Lake Forest. The proposed residential development consisted of 85 residential units on 24.6 acres. The project site was mostly ungraded and undeveloped. The Pinnacle at Serrano Highlands is Site 6 of an Opportunities Study Area (OSA) Program Environmental Impact Report (PEIR), which was certified in July 2008. Due to this adoption, the site's General Plan designation changed from Open Space to Low Density Residential and its zoning to Medium Density Residential. A development agreement was executed for the site, which led to the preparation of the MND and Initial Study. The document analyzed the different phases of development and its associated potential environmental impacts. The proposed development also included parks and recreation, as well as landscape improvements.

Key Staff/Responsibilities: Nicole Vermilion (Air Quality/GHG Specialist), Jorge Estrada (CEQA Key Staff), John Vang (CEQA Key Staff)

UPTOWN NEWPORT EIR

Consistent with the City of Newport Beach's 2006 adopted General Plan, the Uptown Newport project would introduce a high-density residential, mixed use project—up to 1,244 residential units, 11,500 square feet of neighborhood-serving retail space, and two acres of park space—in the Airport Business Area of the

city. Although surrounded by office uses, the actual project site currently accommodates a semiconductor manufacturing facility (TowerJazz). The project would be developed in two phases, and Phase 1 may be occupied before Phase 2 starts. The plan presented unique land use compatibility issues, both internal and external to the project boundaries. Phase 1 residences would be within 50 feet of the semiconductor facility for up to nine years if the TowerJazz lease option is extended to 2027. City regulations prohibit residential adjacency to extremely hazardous chemicals and residential compatibility with 24 hour/7 day industrial noise levels of up to 74 dBA CNEL. Project-related construction vibration impacts could significantly impact sensitive manufacturing equipment in the industrial use, and complete site remediation of groundwater and soil hazards cannot be completed until demolition of the manufacturing facility in Phase 2.

For the two distinct project phases and construction phases, PlaceWorks conducted comprehensive analysis of environmental conditions as well as the technical studies for air quality, greenhouses gases, health risk, offsite consequence analysis (hazardous chemical release), and noise. The EIR also incorporated subconsultant/team analyses of traffic, geotechnical, civil engineering (hydrology, water quality, sewer and water), and visual analyses. Project entitlements included approval of a planned community development plan amendment, development agreement, affordable housing implementation plan, phasing plan, design guidelines, and tentative map.

Key Staff/Responsibilities: Nicole Vermilion (Air Quality/GHG Specialist), Bob Mantey (Noise, Vibration, Acoustics), Cathy Fitzgerald (Hydrology/Water Quality), Jorge Estrada (CEQA Key Staff), John Vang (CEQA Key Staff)

CROWN CITY MEDICAL CENTER SUBSEQUENT EIR

The Crown City Medical Center consists of a conditional use permit, two minor conditional use permits, and design review to allow for the development of an 112,252-square-foot, five-story medical office building with ground-floor retail and five levels of underground parking. The ground floor consists of 16,201 square feet of retail fronting Colorado Boulevard and Madison Avenue with a 1,816-square-foot lobby at the southwest corner of the Madison/Colorado intersection. The second, third, and fourth floors each consist of 21,240 square feet of office space with a 2,296-square-foot common area. The fifth floor consists of 19,654 square feet of office space with a 2,296-square-foot common area. The building height would be a maximum of 86 feet, 7 inches and is oriented in an L-shape to front Colorado Boulevard and Madison Avenue. The building would be set back approximately 14 feet to enhance the pedestrian connectivity and preserve the existing canopies street trees along Madison Avenue and Colorado Boulevard.

Key Staff/Responsibilities: Nicole Morse (Project Manager), Nicole Vermilion (Air Quality/GHG), Bob Mantey (Noise), John Vang (Air Quality/Noise)

LGC GEOTECHNICAL, INC.

HARBOR HIGHLANDS BY STANDARD PACIFIC HOMES

LGC Geotechnical prepared geotechnical reports for a 10-acre site, featuring 133 single-family dwellings inside of a gated community in San Pedro, CA. The site was formerly a storage facility for refined petroleum products. The site was underlain by up to 30 feet of impacted dredged fill, with groundwater as shallow as 2.5 feet below existing grade. LGC Geotechnical prepared mitigation for undocumented fills at the project site. Project started in 2010 and is expected to be completed in January 2015.

Key Staff/Responsibilities: Dennis Boratynec (Project Manager), Kevin Colson (Geotechnical Support Staff), Brad Zellmer (Geotechnical Support Staff)

PACIFIC SHORES BY CHRISTOPHER HOMES

LGC Geotechnical completed a geotechnical evaluation of a 22-acre site, featuring 122 luxury townhomes and 78 courtyard homes in Huntington Beach, CA. The project site was a former oil producing facility

containing numerous above grade tanks, soil berms, and associated utilities. Due to the presence of the soft near surface soils and shallow groundwater, the underlying clay soils were mitigated through a rolling surcharge program. Project started in 2006 and was completed in September 2014.

Key Staff/Responsibilities: Dennis Boratynec (Project Manager), Kevin Colson (Geotechnical Support Staff), Brad Zellmer (Geotechnical Support Staff)

COLONY PARK BY BROOKFIELD HOMES

LGC Geotechnical successfully completed a subsurface geotechnical evaluation using hollow stem augers and Cone Penetration Tests (CPT) for an approximately 21-acre development located in Anaheim, CA, featuring 350 multifamily units, a recreation area including a club house and pool. They provided and implemented recommendations including removal and re-compaction of near surface soils which were unsuitable for foundation support, fill placement criteria, seismic analysis, potential for dry sand settlement, determined geotechnical design parameters for an approximately 15-foot high by 700-foot long sound wall adjacent to the existing railroad tracks. Project started in 2010 and is expected to be completed in December 2014.

Key Staff/Responsibilities: Dennis Boratynec (Project Manager), Kevin Colson (Geotechnical Support Staff), Brad Zellmer (Geotechnical Support Staff)

KUNZMAN & ASSOCIATES

THE ORCHARDS RESIDENTIAL DEVELOPMENT TRAFFIC STUDY

The project site is bounded on the south by the extension of Pomello Drive, between Mills Avenue on the west and Mountain Avenue on the north in the City of Claremont. The 175 acre project site is proposed to be developed with 28 estate density dwelling units, 86 cluster density detached dwelling units, and 242 cluster density attached dwelling units for a total of 356 residential dwelling units. Two access roadway alternatives have been analyzed as follows: access via Pomello Drive and access via Pomello Drive/Towne. The traffic report contains documentation of existing traffic conditions, traffic generated by the project, distribution of the project traffic to roads outside the project, and an analysis of existing plus project traffic conditions.

Key Staff/Responsibilities: William Kunzman (Project Manager), Jeremy King (Transportation Analysis Support Staff)

ANDREWS DRIVE APARTMENT PROJECT TRAFFIC STUDY

The project site is located on Andrew Drive between Claremont Boulevard and Padua Avenue in the City of Claremont. The approximately 16 acre project site is proposed to be development with 320 apartment dwelling units. The proposed project will have access to Andrew Drive. The traffic report contains documentation of existing traffic conditions; traffic generated by the project, distribution of the project traffic to roads outside the project, and an analysis of future traffic conditions which includes other cumulative development in the surrounding area.

Key Staff/Responsibilities: William Kunzman (Project Manager), Jeremy King (Transportation Analysis Support Staff)

REFERENCES

Project	Project Description	Project Dates	Client	Contact
PLACEWORKS				
Uptown Newport EIR	Completed an EIR and Technical Studies for a new high-density residential, mixed use project in the Airport Business Area of the City.	2011-2013	City of Newport Beach	Rosalinh Ung Senior Planner 949.644.3208 rung@newportbeachca.gov
Irvine Business Complex Visioning Plan and EIR	Prepared a supplemental EIR to address the impacts of a residential vision plan and mixed-use overlay zone in the City.	2006-2010	City of Irvine	Bill Jacobs, AICP, Principal Planner 949.724.6521 bjacobs@ci.irvine.ca.us
Claremont On-Call Environmental Services	PlaceWorks has led six projects under services agreement; these include: DR Horton Serrano Residential Project MND, City Ventures Residential Project MND, Olson Company, Residential Project MND Addendum.	2010 – Present	City of Claremont	Mark Carnahan Senior Planner 909.399.5322 mcarnahan@ci.claremont.ca.us
LGC GEOTECHNICAL, INC.				
Harbor Highlands	10-acre site, featuring 133 single-family dwellings inside of a gated community in San Pedro, CA.	2010 – Present	Standard Pacific Homes	Ms. Crystal Burckle, Standard Pacific, (949) 789-1723, cburckle@stanpac.com
Pacific Shores	22-acre site, featuring 122 luxury townhomes and 78 courtyard homes in Huntington Beach, CA.	2006 – Present	Christopher Homes	Mr. Jeff Rulon, Christopher Homes, (949) 729-1223, jrulon@picland.com
Colony Park	21-acre site, featuring 62 single-family detached homes and 338 townhomes in Anaheim, CA.	2010 – Present	Brookfield Homes	Ms. Cheryl Casanova, Brookfield Residential, (714) 200-1615, Cheryl.casanova@brookfieldrp.com

Project	Project Description	Project Dates	Client	Contact
KUNZMAN & ASSOCIATES				
Newport Beach Back Bay Landing	Traffic Impact Analysis Studies for a proposed mixed-use waterfront village on a 7-acre portion of a 31.4 acre parcel located adjacent to the Upper Newport Bay.	2013-Present	City of Newport Beach	Tony Brine, PE (949) 644-3329 tbrine@newportbeachca.gov
Platinum Gateway Peer Review	Peer Review of Traffic Studies related to City's Platinum Triangle Mixed-Use Overlay Zone that will increase allowable residential, office and commercial space.	2013-Present	City of Anaheim	Mr. David Kennedy, P.E. (714) 765-5183 dkennedy@anaheim.net
Brandywine Homes	Traffic Impact Analysis Studies for residential project, 139 units	2013-Present	PlaceWorks	Jorge Estrada Associate 714.966.9220 jestrada@placeworks.com

Financial Capacity

Please refer to financial statement provided in the Appendix.

We are currently involved in litigation with the County of Sonoma related to work performed on the Laguna de Santa Rosa Trails plan—a project that DC&E was involved with prior to being acquired by PlaceWorks (formerly The Planning Center, Inc., dba The Planning Center|DC&E). The case involves work performed by subconsultants. This is the only litigation within the past five years.

Disclosure

PlaceWorks has no 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. Nicole Morse worked on the Westside Lofts MND when she was previously employed at Templeton Planning Group in 2005.

Sample Agreement

PlaceWorks has no proposed exceptions or conditions to the Sample Agreement.



REQUEST FOR PROPOSAL

RFP NO. 15-006 Initial Study / Mitigated Negative Declaration

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: PlaceWorks

Contact Person for Agreement: Kara Kosel, Contracts Manager

Corporate Mailing Address: 3 MacArthur Place, Suite 1100

City, State and Zip Code: Santa Ana, CA 92707

E-Mail Address: kkosel@placeworks.com

Phone: 714.966.9220

Fax: 714.966.9221

Contact Person for Proposals: Pamela Fahy

Title: Marketing Manager

E-Mail Address: pfahy@placeworks.com

Business Telephone: 714.966.9220 ext. 2353

Business Fax: 714.966.9221

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Keith McCann (Corporate Board Member)	Chief Executive Officer	714.966.9220
Dwayne Mears, (Chairman of the Board)	Principal	714.966.9220
Randy Jackson (Corporate Board Member)	President	714.966.9220
William Halligan, Esq. (Corporate Board Member)	Principal	714.966.9220
Brian Judd (Corporate Board Member)	Principal	714.966.9220
Steve Gunnells (Corporate Board Member)	Chief Economist	714.966.9220
Steve Noack (Corporate Board Member)	Principal	714.966.9220
Isabelle Minn (Corporate Board Member)	Chief Economist	714.966.9220
David Early	Principal	510.848.3815
Karen Gulley	Principal	714.966.9220
Sarah Sutton	Principal	510.848.3815
JoAnn C. Hadfield	Principal	714.966.9220
Bruce Brubaker	Associate Principal	510.848.3815
Colin Drukker	Associate Principal	714.966.9220
Wendy Grant	Associate Principal	714.966.9220
Mark Hoffman	Associate Principal	909.989.4449
Nicole Vermillion	Associate Principal	714.966.9220
Amar Isterabadi	Chief Information Officer	714.966.9220

REDACTED

Federal Tax Identification Number:

City of Costa Mesa Business License Number: To be obtained upon award of contract

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

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

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after **October 8, 2014.**

REDACTED

October 17, 2014

SIGNATURE

DATE

OR

I certify that Proposer or Proposer's representatives have communicated after **October 8, 2014** with a City Councilmember concerning **RFP NO. 15-006 Initial Study / Mitigated Negative Declaration Services.** A copy of all such communications is attached to this form for public distribution.

SIGNATURE

DATE

PRICING PROPOSAL FORM

RFP NO. 15-006 Initial Study / Mitigated Negative Declaration

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

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

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
PLACEWORKS				
William Halligan, Esq.	\$235	4	\$940	N/A
Nicole Morse, Esq.	\$190	108	\$20,520	N/A
Jorge Estrada	\$120	225	\$27,000	N/A
Bob Mantey	\$165	15	\$2,475	N/A
Nicole Vermilion	\$180	7	\$1,260	N/A
Denise Clendening, PhD	\$170	20	\$3,400	N/A
Cathy Fitzgerald, PE, QSD/QSP	\$170	28	\$4,760	N/A
John Vang, JD	\$105	4	\$420	N/A
Steve Bush, EIT	\$105	0	\$0	N/A
Stephanie Chen, EIT	\$80	48	\$3,840	N/A
Natalie Foley	\$80	39	\$3,120	N/A
Cary Nakama	\$80	12	\$960	N/A
Gina Froelich	\$105	18	\$1,890	N/A

Laura Munoz	\$80	14	\$1,120	N/A
KUNZMAN & ASSOCIATES				
William Kunzman, PE	\$150	14	\$2,100	+10% markup
Jeremy King	\$40	5	\$200	+10% markup
LCG GEOTECHNICAL, INC.				
Dennis Boratynec	\$150	5	\$750	+10% markup
Kevin Colson	\$150	3	\$450	+10% markup
Brad Zellmer	\$130	12	\$1,560	+10% markup

Total Estimated Annual Price	\$76,765
	\$77,271 (+10% sub markup)
	\$86,165 (Grand total w exp+5%)

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

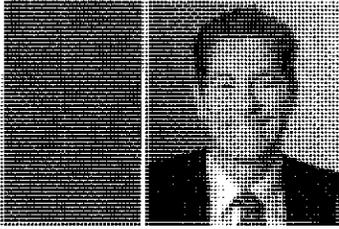
DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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



WILLIAM HALLIGAN, Esq.

Principal, Environmental Services

In over 20 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. Specific key projects include the The Ontario Plan EIR, Anaheim General Plan and Zoning Code Update, General Plan Amendment and Zone Change EIR for the Northern Sphere Area in Irvine, and the LA County General Plan Update EIR. In addition, Bill had been involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of Greenhouse Gas Emissions (GHG) in project EIRs.

Bill earned a Juris Doctorate degree specializing in environmental and land use law from the Chapman University School of Law. He is an active member of the American Bar Association and the Orange County Bar Association, and served as Chapter President of the Orange County Chapter of the Association of Environmental Professionals (AEP). He is a frequent guest lecturer on CEQA and associated case law for AEP's CEQA Workshop Series, UC Irvine's Graduate School of Management Program, UC Riverside, and Cal Poly, Pomona. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and NEPA.

As Chair of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to the California Environmental Quality Act (CEQA). The purpose of the Committee is to provide analysis, prepare comment letters, and conduct direct lobbying on legislative bills relating to CEQA. This includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor's Office of Planning and Research. Recently, he taught a "CEQA Basics" class at the Capitol for legislators and staffers.

With Bill's input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.

HIGHLIGHTS OF EXPERIENCE

GENERAL PLAN EIRs

- » The Ontario Plan EIR | Ontario CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Anaheim General Plan & Zoning Code Update EIR | Anaheim CA
- » La Habra General Plan Update EIR
- » San Bernardino General Plan EIR | San Bernardino CA
- » Palm Springs General Plan Update EIR | Palm Springs CA
- » El Monte General Plan & Zoning Code Update EIR | El Monte CA
- » Lake Forest General Plan Amendment & Zoning Code EIR | Lake Forest CA
- » Torrance General Plan Comprehensive Update EIR | Torrance CA
- » Downey General Plan Update EIR | Downey CA

EDUCATION

- » JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- » BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)

REGISTRATIONS

- » State Bar of California No. 213680

AFFILIATIONS

- » Association of Environmental Professionals, Chair of Legislative Review Committee
- » American Bar Association
- » Orange County Bar Association

Team member since 2004

HIGHLIGHTS OF EXPERIENCE (CONTINUED)

CEQA ENVIRONMENTAL SERVICES

- » AERA Master Planned Community EIR | Diamond Bar CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » A-Town Metro EIR Addendum | Anaheim CA
- » NFL Stadium CEQA Review | Industry CA
- » Orange County Great Park EIR Addendums, Third-Party Review, and Tree Permit | Orange County CA
- » Irvine Technology Center/Greenlaw Partners Project EIR | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Irvine Business Complex Program EIR | Irvine CA
- » Gene Autry Experience EIR | Anaheim CA
- » Vila Borba Program EIR | Chino Hills CA
- » UC Irvine Cal (IT)2 Research Facility Tiered IS/MND | Irvine CA
- » Shell Master Planned Community EIR | Yorba Linda CA
- » Yorba Linda Town Center EIR | Yorba Linda CA
- » The Westfield Shoppingtown Expansion EIR | Arcadia CA
- » Corona and Valley View Street Extensions EIR | Norco CA
- » Messiah Lutheran Church Expansion | Yorba Linda CA
- » Adventure City Specific Plan MND | Stanton CA
- » Bake Parkway/Marine Way Realignment Addendum | Irvine CA
- » Orange Coast Memorial Hospital EIR | Fountain Valley CA
- » Los Caballeros Sports Club MND | Fountain Valley CA

THIRD-PARTY CEQA/NEPA REVIEW

- » Foothill South Supplemental EIR | San Clemente CA
- » Ridgeline Equestrian Estates | Orange CA
- » Stadium Lofts MND | Anaheim CA
- » Canyon Hills Manor Wedding Chapel EIR | Anaheim CA
- » Stonegate EIR | Anaheim CA
- » Excelaron Oil Conditional Use Permit Draft EIR | San Luis Obispo County CA
- » Wilshire Specific Plan and EIR | Los Angeles CA
- » Mountain Park Specific Plan Amendment EIR | Anaheim CA
- » CenterLine Light Rail EIR/EIS | Santa Ana CA
- » The Ranch Plan Program EIR | Rancho Mission Viejo CA
- » Spectrum Housing EIR Addendum | Irvine CA
- » Audie Murphy Ranch Specific Plan EIR | Anaheim CA
- » Birch Hills Specific Plan EIR | Brea CA
- » Lake Forest Opportunity Areas | Lake Forest CA

SPEAKING ENGAGEMENTS

- » CEQA Basics Training Workshop (provided to state legislators and staffers | California State Capitol
- » Basic and Advanced CEQA Training Workshops | AEP Annual Training | Various Locations
- » Guest Lecturer | University of California, Irvine Graduate School of Management, UC Riverside, and Cal Poly, Pomona
- » "Defensible—Not Gold Plated: Preparing Cost-Effective, Comprehensive, and Meaningful EIRs" | 2009 AEP State Conference | San Francisco CA
- » "CEQA Basics" | 2009 ULI Young Leaders Workshop | Costa Mesa CA
- » "Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation" | 2006 AEP State Conference | Newport Beach CA

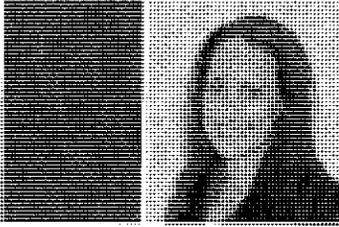
NEWSLETTERS

- » "Environmental Protection or Smart Growth?" November 2006

WILLIAM HALLIGAN

Principal

whalligan@placeworks.com



NICOLE MORSE, Esq.

Associate Principal

Nicole has over 15 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects.

Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—most recently on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law.

HIGHLIGHTS OF EXPERIENCE

CEQA DOCUMENTATION

- » Pasadena General Plan EIR | Pasadena CA
- » Southeast Area Specific Plan (SEADIP) and Local Coastal Plan Amendment EIR | Long Beach CA
- » Tustin Legacy Specific Plan and SEIR | Tustin CA
- » Valley Boulevard Corridor Specific Plan EIR | San Bernardino County CA
- » Westminster General Plan EIR | Westminster CA
- » Harbor Boulevard Mixed Use Transit Corridor Plan | Santa Ana CA
- » Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » San Juan Hotel and Villas MND | San Juan Capistrano CA
- » San Clemente Centennial General Plan EIR | San Clemente CA
- » La Habra General Plan EIR | La Habra CA
- » Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » Ocean Outlets Maintenance Manual MND | Orange County CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Crown City EIR | Pasadena CA
- » Del Amo Fashion Center Expansion Addendum | Torrance CA
- » The Forum Design Project Categorical Exemption | Inglewood CA
- » Addendum to the San Bernardino General Plan Update and Associated Specific Plans EIR (Transit Overlay District, Development Standards and Design Guidelines for Transit Stations) | San Bernardino CA

EDUCATION

- » JD, Business Law, Whittier Law School, Costa Mesa
- » BS, Applied Ecology, University of California, Irvine

REGISTRATIONS

- » State Bar of California No. 262013

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2011

HIGHLIGHTS OF EXPERIENCE (CONTINUED)

THIRD-PARTY REVIEW & LITIGATION SUPPORT

- » Addendum to the Hollywood Park Redevelopment Project EIR | Inglewood CA
- » First Nandina Logistics Center EIR | Moreno Valley CA
- » World Logistics Center EIR (on behalf of MVUSD) | Moreno Valley CA
- » Litigation Support for Eastridge Shopping Center, LLC | San Jose CA
- » Church of the Woods Final EIR | San Bernardino County CA
- » Planning Area 33 (Lots 105 and 107/108) General Plan Amendment and Zone Change | Irvine CA
- » Rio Santiago Project EIR | Orange CA

SPEAKING ENGAGEMENTS

- » "Bursting into Tiers: Getting the Most Out of General Plan EIRs" | 2014 AEP State Conference | Huntington Beach, California
- » "Updates and Challenges to CEQA" | 2013 CASH Workshop: Charting the Legal Course: Navigating Potential Pitfalls for Your Local Bond Program | Costa Mesa, California
- » "Nuts and Bolts Panel: Cultural Resources Assessments in California" | 2012 OCAEP Luncheon | Tustin, California

TEACHING

- » "Legal Challenges: Working with your Attorney" | Guest speaker, Environmental, Health & Safety Clearance for School Facilities course, UC Riverside Extension | 2014
- » "CEQA Basics" | Guest speaker, UC Irvine Extension | 2010

LEADERSHIP AND COMMUNITY

- » OC Chapter Representative, AEP Legislative Committee | 2003–2013
- » Executive Vice President and Newsletter Editor | AEP Orange County Chapter | 2000–2003

PRIOR EXPERIENCE

- » Historic Town Center Master Plan EIR | San Juan Capistrano CA
- » Northern Sphere Area EIR | Irvine CA
- » Planning Area 40/12 EIR | Irvine CA (EIR upheld in *Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261)
- » Friends Christian High School EIR | Yorba Linda CA
- » Irvine Business Complex EIRs and Addendums (Kilroy, 2802 Kelvin, Central Park, The Plaza, Campus Center Apartments) | Irvine CA
- » Westside Lofts MND | Costa Mesa CA
- » Planning Area 17 (Quail Hill) EIR | Irvine CA
- » Friends Christian High School EIR | Yorba Linda CA
- » Culver Drive Realignment EA/MND | Irvine CA
- » California Institute for Telecommunications and Information Technology Cal Research Facility IS/MND (UCI) | Irvine CA

NICOLE MORSE

Associate Principal

nmorse@placeworks.com



JORGE ESTRADA

Associate Planner

Jorge is an exceptionally diverse planner with a reputation for quality, experience with project management, and facility with both environmental and community planning and design. At PlaceWorks, Jorge focuses mostly on work for the Environmental team, but also spends a portion of his time on work for the Community Planning & Design team, demonstrating a breadth of perspective that is an asset to both. In addition to preparing and managing environmental documents and specific plans, Jorge also provides entitlement services for the public and private sectors. Jorge also provides in-house Spanish translations for an array of environmental and planning-related documents and materials. His confidence and high energy make him an invaluable team builder. A natural communicator, he is in demand for his client service skills.

HIGHLIGHTS OF EXPERIENCE

URBAN/COMPREHENSIVE PLANNING

- » Eastvale Specific Plan Parking Analysis | Eastvale CA
- » Sierra Madre General Plan and EIR | Sierra Madre CA
- » Ravenswood/4 Corners Transit-Oriented Development Specific Plan | East Palo Alto CA
- » Renaissance Specific Plan | Rialto CA
- » Oak Spring Ranch Specific Plan | Wildomar CA
- » University Heights Specific Plan | San Marcos CA
- » Ferber Ranch Specific Plan Amendment | Orange County CA
- » Garrett Ranch Specific Plan | Wildomar CA
- » Westminster Zoning Code Update | Westminster CA

ENTITLEMENT

- » Glenarm Power Plant | Pasadena, CA
- » South Coast Collection Sign Program | Costa Mesa CA Residential Master Plan & Tract Map | Irvine CA
- » Phase II of the Stanton Plaza Specific Plan | Stanton CA
- » CNG Bus Fueling Facility | Capistrano USD
- » Coast Line Beauty College | Fountain Valley CA
- » South Coast Collection Sign Program | Costa Mesa CA
- » Earl Scheib Paint and Body | Canoga Park CA

CEQA SERVICES

- » Uptown Newport EIR | Newport Beach CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » San Bernardino TOD Overlay District EIR Addendum | San Bernardino CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » City of Industry General Plan Update EIR | Industry CA
- » Sierra Madre General Plan and EIR | Sierra Madre CA
- » San Clemente General Plan Update EIR | San Clemente CA
- » Town of Yucca Valley General Plan Update EIR | Yucca Valley CA
- » Industry Housing Element ND | Industry CA
- » Valley Boulevard Widening MND | Industry CA

EDUCATION

- » BS, Urban & Regional Planning, California Polytechnic State University, Pomona
- » Certificate in Engineering/ Architectural AutoCAD, California State University, Long Beach

AFFILIATIONS

- » American Planning Association

Team member since 2005

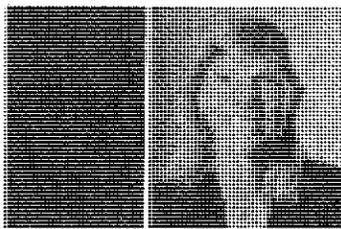
HIGHLIGHTS OF EXPERIENCE (CONTINUED)

- » Wenzlaff Elementary School Conversion | Desert Hot Springs CA
- » DR Horton Residential Project MND | Claremont CA
- » Olson Company Residential Project MND | Claremont CA
- » City Ventures Residential Project MND | Claremont CA
- » Magnolia Residential Project EIR | Upland CA
- » Oakbrook Village EIR Addendum | Laguna Hills CA
- » Ravenswood/4 Corners TOD Specific Plan EIR | East Palo Alto CA
- » Police and Public Works Facilities EIR | San Gabriel CA
- » CEQA Guidelines | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Courts at Monte Vista MND Addendum | Claremont CA
- » Mariners Pointe Project MND | Newport Beach CA
- » San Fernando Valley Family Support Center EIR | San Fernando CA
- » Wilson Creek Business Park Specific Plan EIR | Yucaipa CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Harry Sheppard Residential Development Project MND | San Bernardino CA
- » Fresno El Paseo EIR | Fresno CA
- » Supplement to Industry Business Center EIR | Industry CA
- » Granite Court EIR Addendum | Irvine CA
- » Pacific Golf & Residential Project EIR | San Clemente CA
- » Irvine Business Complex Program and Subsequent EIRs | Irvine CA
- » AERA Master Planned Community EIR | Diamond Bar CA
- » Commercial Entertainment District Specific Plan & EIR | Coachella CA
- » Avalon Bay Residential Project Subsequent EIR | Irvine CA
- » Main Street Residential Project EIR | Irvine CA
- » Section 19 Specific Plan EIR | Rancho Mirage CA
- » Hyatt Regency Newport Beach Expansion EIR | Newport Beach CA
- » Garrett Ranch Specific Plan EIR | Hemet CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » Oak Springs Ranch Specific Plan EIR | Wildomar

JORGE ESTRADA

Associate Planner

jestrada@placeworks.com



CATHLEEN M. FITZGERALD, DEnv, PE, QSD/QSP

Senior Engineer

Cathy has nearly 30 years of academic and professional experience in the areas of hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, remedial action plans, and installation of groundwater and soil vapor extraction systems. She has worked with various public- and private sector clients in the United States, Japan, Taiwan, and Korea on licensing and environmental assessments for nuclear and fossil fuel power plants, hazards associated with solar thermal power projects, and the development of alternative energy sources. In addition, she has worked on numerous water projects in Africa, South America, and Central America.

Cathy conducts baseline health risk assessments, develops site-specific soil cleanup levels, uses vadose zone modeling to evaluate the potential threat to groundwater from soil contaminants, conducts groundwater modeling to evaluate natural attenuation of chemical plumes, and develops innovative groundwater remediation systems. In addition, she has prepared air quality and hydrology sections for numerous CEQA documents. Cathy is a Registered Professional Engineer in the states of California and Nevada, a Qualified SWPPP Developer/Practitioner in the State of California, and a Certified Environmental Manager in the State of Nevada.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE, AIR QUALITY PERMITTING, AND HEALTH RISK ASSESSMENTS

- » Construction Risk Assessment for Breuner Marsh Restoration | Richmond CA
- » West Roseville High School Health Risk Assessment | Roseville CA
- » Permit Acquisition and Compliance Evaluation for Cogeneration and Waste-to-Energy Projects | Bechtel Power Corporation
- » Licensing and Permitting Acquisition for Nuclear and Fossil Fuel Power Plants in the United States and International Clients | Bechtel Power Corporation
- » South Coast AQMD Permit to Construct/Permit to Operate Application for Chemical Fixation of Hyperion Treatment Plant Sludge | Submitted to SCAQMD
- » Numerous Air Emission Risk Assessments | Los Angeles Unified School District
- » Air Toxics Health Risk Assessment | Irvine CA
- » Irvine Technology Center Health Risk Assessment | Irvine CA
- » Air Emissions/Risk Assessment, Puente Hills Intermodal Facility EIR | Industry CA

HAZARD SAFETY ASSESSMENTS

- » Palo Alto USD Pipeline Safety Hazard Assessment | Palo Alto CA
- » 5th Street Alternative School Rail Safety Study | Redwood City CA
- » Numerous Pipeline Safety Hazard Assessments | Los Angeles USD
- » Rail Safety Study, Fresno El Paseo EIR | Fresno CA
- » Ramona Elementary School CNG and Propane Risk Assessment | Moreno Valley USD
- » Former ordnance facility, soil cleanup (for explosives) and screening level health risk assessment | Chino Hills CA
- » Rail Safety Study, John Glenn High School | Norwalk-La Mirada USD

EDUCATION

- » DEnv, Environmental Science & Engineering, University of California, Los Angeles
- » MA, Marine Biology, University of California, Santa Barbara
- » BA, Biology, University of California, Los Angeles

REGISTRATIONS

- » State of California Professional Engineer No. 39541
- » State of Nevada Professional Engineer No. 10715
- » Registered Hazardous Substances Professional
- » State of California Qualified SWPPP Developer/Practitioner No. 20222

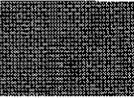
CERTIFICATIONS

- » State of Nevada Certified Environmental Manager

AFFILIATIONS

- » Air Pollution Control Hearing Board, Washoe County, Nevada

Team member since 1986



CATHLEEN FITZGERALD
Senior Engineer
cfitzgerald@placeworks.com

HIGHLIGHTS OF EXPERIENCE (CONTINUED)

SITE INVESTIGATION

- » Phase I ESAs and field investigations at numerous commercial and industrial sites | Reno and Sparks NV
- » Water Quality Management Plan, Mixed Use Development Project | Huntington Park CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Report | San Marcos USD
- » Vadose zone and groundwater modeling to support closure of a former UST site | Lancaster CA
- » Soil vapor extraction pilot test | Huntington Park CA
- » Vacuum-enhanced recovery pilot test | Los Angeles CA
- » Former oil field site, development of risk-based cleanup levels | Bakersfield CA
- » Site removal action, excavation and disposal of lead-impacted soil | Commerce CA
- » Former dry-cleaning facility, vapor intrusion modeling | Northridge CA

CEQA/NEPA ENVIRONMENTAL SERVICES

- » State Superfund Site Third-Party Review of field investigations, removal actions, and groundwater remediation activities | Nevada
- » Walltown Quarry, Air Quality Impact Analysis EIR Review | Sacramento CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Citrus Heritage Middle School IS/MND | Riverside USD
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Crummer Site Subdivision EIR | Malibu CA

HYDROLOGY STUDIES AND NPDES PERMITTING

- » Storm Water Pollution Prevention Plan (SWPPP) | Mission Viejo, CA
- » Water Quality Management Plan, Mixed-Use Development Project | Huntington Park CA
- » Storm Water Management Plan and Drainage Study | Rancho Santa Fe CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Study | San Marcos USD
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Third Party Review Santiago Creek Study | City of Orange, CA
- » NPDES Permit Wastewater Discharge, Clairol Facility | Camarillo CA
- » Report of Waste Discharge, Rancho Seco Nuclear Power Plant | Sacramento Municipal Utility District

SCHOOL FACILITIES PLANNING

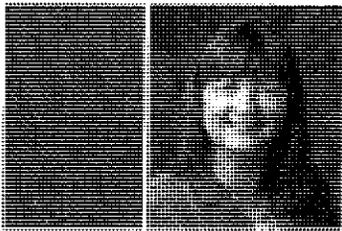
- » University High School Stadium | Irvine USD
- » Quartz Hill High School Master Plan | Antelope Valley Union High School District
- » New High School on Midway Drive Feasibility Study | Escondido Union High School District
- » R. Roger Rowe Expansion Project | Rancho Santa Fe School District
- » Facilities Relocation Plan | Santa Ana USD
- » Carlsbad High School Modernization | Carlsbad USD
- » District Permanent Portable Site | Clovis USD
- » On-call Environmental Services | Capistrano USD
- » Don Lugo High School Athletic Facility | Chino Valley USD

ARTICLES & PUBLICATIONS

- » *A Practical Guide to Environmental Risk: Perception, Assessment, Communication*, The Planning Center, 2009

AWARDS

- » Regent's Fellowship, 1977
- » Phi Beta Kappa, University of California, Los Angeles



DENISE CLENDENING, PhD

Associate Principal, Site Assessment Services

Denise has over 27 years of experience providing technical oversight and performing human health risk assessments, site assessments, and investigations of chemical waste at multiple sites including Resource Conservation & Recovery Act (RCRA) and Superfund sites. She is adept at applying alternatives that are economical yet protective of human health and the environment. She conducts realistic assessments and calculates target cleanup levels based on site-specific exposure scenarios. Her work has involved pesticides, heavy metals, solvents, and petroleum-contaminated soils. She assists multiple school districts in California with site assessment, public relations, and the Department of Toxic Substance Control (DTSC) school site approval process. She participates in public hearings and school board meetings and coordinates her projects with the CEQA process.

Before joining PlaceWorks, Denise managed large divestiture environmental due diligence projects for the electric power industry and was involved in numerous environmental projects for oil field operation. Her experience also includes the development and testing of risk assessment software and teaching training courses in risk assessment using different software programs.

Denise has established a very good reputation with regulatory agencies and negotiates risk-related issues on behalf of her clients. She is a member of the Los Angeles Regional Water Quality Control Board Underground Storage Tank Advisory Board and has extensive experience with site closure activities with the DTSC, Environmental Protection Agency, Regional Water Quality Control Boards, and local oversight agencies throughout California.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » Xerox Corporation Preliminary Environmental Assessment and Health Risk Assessment | Santa Ana CA
- » Human Health Risk Evaluation, Literature Research for American Petroleum Institute
- » City of Redlands Health Risk Assessment | Redlands CA
- » Caltrans Risk Assessment and Groundwater Impact Analysis | California
- » Risk Assessments and Indoor Air Sampling for Confidential Client(s) | Various Locations
- » Human Health & Ecological Risk Assessment – Technical Review | Various Locations
- » Landfill Risk Assessments | Various Locations
- » Risk Assessments for Pesticide Contaminated Soil | Various Locations
- » Human Health Risk Assessment for Confidential Mineral Resources Client | Arizona
- » Human Health Risk Assessment at Whites Point Nike Missile Site | Los Angeles County CA
- » Human Health Risk Assessment at Fort MacArthur | Los Angeles County CA

EDUCATION

- » PhD, Soil Physics, University of California, Riverside
- » MS, Soil Science, University of California, Riverside
- » BS, Geology, University of California, Riverside

CERTIFICATIONS

- » Oil Spill Response Training

AFFILIATIONS

- » Soil Science Society of America
- » American Geophysical Union
- » American Chemical Society
- » Society of Risk Analysis
- » Coalition of Adequate School Housing

Team member since 2005

HIGHLIGHTS OF EXPERIENCE (CONTINUED)

SITE ASSESSMENTS

- » Site Remediation for Hull Middle School | Torrance CA
- » PEA for New High School, William S. Hart UHSD | Castaic CA
- » Phase I for Property at East Briar Drive | San Bernardino County CA
- » PEA for Stella Academy Middle School | Los Angeles CA
- » Phase I for Valley Boulevard Widening | City of Industry CA
- » Oil Field Preliminary Environmental Assessment | Culver City CA
- » Lead-Based Paint Evaluations | Various Locations
- » Cogeneration Facilities Permit Applications | Various Locations throughout California
- » NRG Energy Environmental Due Diligence Investigations | California
- » AES Environmental Due Diligence Work Plans | California
- » Remedial Investigation and Remedial Action for Jersey Avenue Elementary School Site (Congresswomen Grace Napolitano presented award for special congressional recognition for project), Little Lake City School District | City of Santa Fe Springs CA
- » Preliminary Environmental Assessments for over 100 school sites throughout California
- » Phase I ESA and PEAs for four school sites, Moreno Valley USD
- » Phase I ESAs, PEAs, SSIs and RAWs for eight school sites, San Bernardino County Superintendent of Schools
- » Phase I ESA for Elementary School No. 19, Rialto USD
- » PEA and SSI for the New High School No. 3 Site, Colton Joint USD
- » Phase I ESA and PEAs for four school sites, Lynwood USD
- » Phase I ESA for the Proposed Elementary School No. 8, San Ysidro School District
- » Phase I ESA for the Proposed K-8 Parker Dam School, Needles USD
- » PEAs for three school sites and environmental and legislative support services, Santa Ana USD
- » Phase I ESA, PSHA, and PEA for Community Day School, Eastside USD
- » PEAs for five school sites in Clovis | Clovis CA
- » PEA for redevelopment project for the City of South Gate | South Gate CA
- » Phase I ESA for Arrowhead Springs Resort I | San Bernardino CA
- » Phase I ESA for two Charter Schools for Green Dot Public Schools | Los Angeles CA
- » Phase I and Phase II ESA for Former Service Station | Los Angeles CA
- » Phase I ESAs, PEA, SSIs, and fill testing for multiple school sites, Pomona USD
- » PEA and methane gas testing, Encinitas USD
- » Phase I ESA and lead testing for multiple sites, Fontana USD
- » Proponent's Environmental Assessment for PUC | Long Beach CA
- » Initial Site Assessments for Street Widening Projects | Santa Ana CA
- » Phase I ESAs for Renaissance Community Fund | Corona CA

TITLE 5/CDE RISK ASSESSMENTS

- » Geohazard Assessment for Inglewood Site, Today's Fresh Start Charter School
- » PEAs and Title 5 Assessments for three school sites, Redlands USD
- » Title 5 Compliance Study Reports for four sites, Whittier Union High School District
- » Prairie Vista Lead Testing, Hawthorne USD
- » Environmental Support and Risk Assessment for school sites, San Dieguito Union High School District
- » Human Health Risk Assessment School Site, Pomona USD
- » Title 5 Hazard and Constraints Analysis for four school sites, Irvine USD
- » Title 5 Hazard and Constraints Analysis for school site, Rialto USD

DENISE CLENDENING

Associate Principal

dclendening@placeworks.com



BOB MANTEY

Manager, Noise, Vibration & Acoustics

Bob Mantey has more than 32 years of managerial and technical experience in the field of applied engineering acoustics and industrial noise control. Over the last 20 years, he has managed many industrial noise control, environmental noise survey, and noise impact assessment projects that addressed noise issues at power plants, refineries, commercial facilities, medium-/high-density housing complexes, mixed-use properties, and residential tract developments. He has conducted numerous roadway and railway noise evaluations, as well as architectural acoustics investigations at multifamily residential, commercial, and institutional facilities. His expertise includes environmental/community noise modeling; predictive noise analyses; noise impact assessment and documentation; and machinery noise analysis, mitigation, and control. He is experienced in acoustical analysis, modeling, and investigation techniques using both proprietary and commercially available software packages. He is also well versed in field data acquisition/measurement techniques and noise data processing methodologies. He has consulting experience in residential sound insulation design optimization analyses, aircraft overflight noise level measurements, and emergency warning system design.

PRIOR EXPERIENCE

ENVIRONMENTAL NOISE IMPACT ASSESSMENT (CEQA/NEPA)

- » Sonoran Solar Energy Project, SSEP | Rainbow Valley AZ
- » San Diego Gas and Electric Transmission Line PEA | Orange County CA
- » Mesaba Coal Gasification Plant | Taconite MN
- » Hydrogen Energy CA, HECA | Buttonwillow CA
- » Orange Grove Energy | Pala CA
- » South Bay Replacement Power Project | Chula Vista CA
- » Port of LA Southern California International Gateway, SCIG | Los Angeles CA
- » Santiago Hills II EIR Review | Orange CA
- » East Orange General Plan Update EIR Review | Orange CA
- » City of Claremont General Plan Update Noise Measurements | Claremont CA
- » City of Riverside General Plan Update Noise Measurements | Riverside CA
- » Expansion of The Block at Orange EIR | Orange CA
- » Industry Business Center Specific Plan EIR | Industry CA
- » Staples Center/LA Sports & Entertainment Complex, Phase I and II EIRs | Los Angeles CA
- » Warner Center SEIR Noise Technical Study | Woodland Hills CA
- » Hollywood and Highland Entertainment Center EIR | Los Angeles CA
- » Grand Central Creative Campus (GC3) EIR | Glendale CA

INDUSTRIAL NOISE CONTROL ENGINEERING

- » Morro Bay Power Plant | Morro Bay CA
- » Grays Harbor I and II Power Plants | Elma WA
- » Moapa Power Plant | Apex NV
- » Liberty Power Plant | Eddystone PA
- » Gila River Power Plant | Gila Bend AZ
- » Newington Power Plant | Newington NH

EDUCATION

- » BS, Engineering, Harvey Mudd College

CERTIFICATIONS

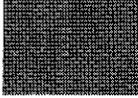
- » FTA Certification: Transit Noise and Vibration Impact Assessment
- » TNM 2.5 Training & Certification (via HMMH)
- » NFPA 72-2010 Alerting Training and Certification

AFFILIATIONS

- » Institute of Noise Control Engineering
- » Acoustical Society of America
- » Association of Environmental Professionals
- » California Society of Professional Engineers

Team member since 2011



**BOB MANTEY**

Manager, Noise, Vibration & Acoustics
bmantey@placeworks.com

PRIOR EXPERIENCE (CONTINUED)

- » Moss Landing Power Plant | Moss Landing CA
- » Forney Power Plant | Forney TX
- » Ingleside Power Plant | Corpus Christi TX
- » Hinds Power Plant | Jackson MS
- » Northwest Energy CO2 Recovery Plant Retrofit | Bellingham MA
- » CPKelco Fermenter Noise Mitigation Investigation and Implementation | San Diego CA
- » Procter & Gamble Paper Plant Fan Noise Investigation | Albany GA
- » Covalence Plastics Plant Noise Investigation and Retrofit Study | Victoria TX
- » 7-Up/RC Bottling Plant Survey and Mitigation Study | Los Angeles CA
- » Procter & Gamble Pringles Chip Snack Plant | Jackson TN
- » Exxon-Mobil Banyu Urip Oil and Gas Facility | Java, Indonesia
- » Sabritas Frito-Lay Potato Chip Processing Plant | Mexicali, Mexico
- » Nitrogena Cantarell Nitrogen Project | Atasta, Campeche, Mexico
- » Royal Dutch Shell Rayong Refinery | Rayong, Thailand
- » Samarec Riyadh Refinery | Riyadh, Saudi Arabia

ROADWAY AND RAILWAY NOISE EVALUATIONS

- » Carlsbad Medical Village Permitting Noise Study | Carlsbad CA
- » Washington Street Sound Attenuation Study | La Quinta CA
- » Value Place Hotel Development Assessments | Yuma, Tucson, and Phoenix AZ
- » TCA SR-241 Noise Study | County of Orange CA
- » Mountain View Avenue Roadway Widening Traffic Noise Study | Loma Linda CA
- » East Chapman Avenue Noise Study | Orange CA
- » SR-134 Traffic Noise Study | Glendale CA
- » South Pasadena Gold Line Commuter Rail Noise & Vibration Study | So. Pasadena CA
- » San Marcos NCTD Light Rail Noise Study | San Marco CA
- » Union Pacific/MetroLink By-Pass Rail Noise Study | Pomona CA

ARCHITECTURAL ACOUSTICS INVESTIGATIONS

- » Remington Hotels/Sheraton Hotel Window & Door Retrofit Study | Mission Valley CA
- » LAPD and LAFD Emergency Operations Center Design Support | Los Angeles CA
- » Emergency Communications and Operations Center (ECOC) Facility | Long Beach CA
- » The Wynn Resort Project Sound Insulation | Las Vegas NV
- » St. Mary's Hospital Cogeneration Installation Impact Noise Study | Long Beach CA
- » Astoria Condominium Sound & Impact Isolation Testing | Irvine CA
- » St. Bernardine's Hospital Central Plant Impact Noise Study | San Bernardino CA
- » Dorian Condominium Sound & Impact Isolation Testing | Playa Vista CA
- » Walt Disney Imagineering Vibration Study | Anaheim CA



NICOLE VERMILION

Associate Principal, Air Quality/GHG Services

Nicole combines broad perspective and big-picture thinking with a good technical grounding to find workable solutions to environmental constraints. She is a skilled project manager and smoothly guided the difficult and controversial Puente Hills Intermodal Facility EIR to completion. Nicole was also assistant project manager on the environmental team for The Ontario Plan EIR and the Irvine Business Complex EIR. Nicole's work on environmental documents is accurate, clear, and thorough, and her grasp of technical considerations and up-to-date knowledge ensure that each project's issues, constraints, and community concerns are carefully managed.

Nicole is also an air quality specialist and an expert on global climate change as it relates to CEQA analysis, AB 32, and SB 375. She closely follows the rapid changes occurring in those requirements, and the latest information on CEQA thresholds and analysis methodology. She has extensive experience with the latest greenhouse gas emissions inventory models and is involved in nearly every one of the firm's CEQA projects.

Nicole has presented at several workshops, including APA's 2011 Innovations in Sustainability, AEP's 2010 Advanced CEQA Workshop, and BIA's 2009 CEQA Workshop. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects, beta-tested the South Coast Air Quality Management District's new CalEEMod program, and wrote "Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines," published in AEP's Fall 2009 Environmental Monitor.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Puente Hills Intermodal Facility EIR | Industry CA
- » Irvine Business Complex EIR and GHG Inventory | Irvine CA
- » Bristol and Seventeenth Street Road Widening | Santa Ana CA
- » UDR Los Alisos Apartments Mitigated Negative Declaration | Mission Viejo CA
- » North Hemet Specific Plan EIR | Hemet CA
- » City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA

GENERAL PLAN EIRS

- » The Ontario Plan EIR and GHG Inventory | Ontario CA
- » Torrance General Plan Update EIR and GHG Inventory | Torrance CA
- » Palm Springs General Plan Update EIR and GHG Inventory | Palm Springs CA
- » San Bernardino General Plan and Arrowhead Springs Specific Plan EIR | San Bernardino CA
- » Highland General Plan Update EIR | Highland CA
- » Rancho Mirage General Plan Update EIR | Rancho Mirage CA

AIR QUALITY AND GREENHOUSE GAS TECHNICAL STUDIES

- » TIGER II Grant for the San Bernardino International Airport | Highland CA
- » Greenhouse Gas Technical Study for Plot Plan 24518 | Riverside County CA

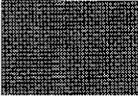
EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- » BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2004



NICOLE VERMILION
Associate Principal
nvermilion@placeworks.com

HIGHLIGHTS OF EXPERIENCE (CONTINUED)

- » Air Quality Technical Study for the Torrance Memorial New Main Tower Project | Torrance CA
- » Air Quality Technical Study for the Del Amo Senior Village | Torrance CA
- » Fresno El Paseo Master Plan EIR and GHG inventory | Fresno CA
- » The Platinum Triangle Subsequent EIRs and GHG inventory | Anaheim CA
- » Hyatt Regency Newport Beach EIR | Newport Beach CA
- » Construction Air Quality Technical Memorandum for the Courtyard Marriott Hotel | Glendale CA

ACTIVITIES

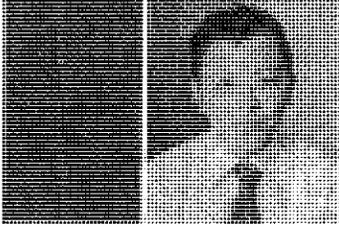
- » Climate Change Committee | California Association of Environmental Professionals
- » GHG Significance Thresholds Working Group | San Joaquin Valley Air Pollution Control District
- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District

SPEAKING ENGAGEMENTS

- » "Forecasting Community-Wide GHG Emissions and Setting Reduction Targets" | 2012 APA California State Conference
- » "Forecasting Community-Wide GHG Emissions and Setting Reduction Targets" | 2012 AEP California State Conference
- » "Community-Wide GHG Baseline Inventories" | 2011 APA California State Conference
- » "Innovations in Sustainability" Workshop | APACA Inland Empire Section, 2011
- » "The Baseline Inventory: What You Should Know before Preparing a GHG Reduction Plan" | 2011 AEP California State Conference
- » 2010 Advanced CEQA Workshop | AEP Orange County
- » 2009 CEQA Workshop | Building Industry Association, Orange County

ARTICLES AND PUBLICATIONS

- » AEP Climate Change Committee, "Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets," draft white paper, May 2012
- » AEP Climate Change Committee, "California Community-Wide Greenhouse Gas Baseline Inventory Protocol," draft white paper, June 2011
- » "Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines," *Environmental Monitor* (AEP), Fall 2009
- » "Getting Serious on Global Warming," *Green Home Builder*, October 2007



JOHN VANG, JD

Associate

John is a member of the air quality, greenhouse gas, and noise assessment team. As a specialist on this team, his responsibilities include completing the air quality, greenhouse gas, and noise technical analyses for CEQA documents. He has completed and assisted in completing the air quality, GHG, and noise analyses for a wide variety of projects that include schools, commercial, industrial, residential, and mixed-use developments. John is proficient in different air quality and noise modeling software such as URBEMIS2007, EMFAC2007, CALINE4, and the Federal Highway Administration's Traffic Noise Model. John also has experience preparing traffic sections for CEQA documents in addition to other CEQA analyses. His background and experience gives him a solid foundation in quantitative and qualitative analysis, a valuable asset and indispensable to the assessment of environmental impacts.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Logistics Terminals, Inc., Development Plan & Zone Exception IS | Industry CA
- » 109th Street Pool & Bathhouse Replacement Project EIR | Los Angeles CA
- » Brandywine Residential Project IS/MND | Stanton CA
- » Circulation Element Update & MND | Fountain Valley CA
- » Hyatt Regency Newport Beach EIR | Newport Beach CA
- » Crummer Site Subdivision EIR | Newport Beach CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » The Platinum Triangle Subsequent EIRs | Anaheim CA
- » Fresno El Paseo Master Plan EIR | Fresno CA
- » Vortex Specific Plan EIR | Desert Hot Springs CA
- » Ontario General Plan Update EIR | Ontario CA

TECHNICAL STUDIES

- » Torrance Memorial Medical Center | Torrance CA
- » Noise Monitoring for Specific Highways, Noise Memorandum | Cerritos CA
- » Coca-Cola Warehouse Expansion, Air Quality Memorandum | Orange CA
- » Potential Noise Impacts from Carlsbad New High School No. 2 on the Least Bell's Vireo and California Gnatcatcher Habitat, Technical Noise Memorandum | Carlsbad USD

SCHOOL FACILITIES PLANNING

- » Middle School No. 8.75 IS/MND | Fontana USD
- » Citrus Continuation High School IS/MND | Fontana USD
- » Jurupa Hills Adult Education Center Conversion IS/MND | Fontana USD
- » New High School at College and Cannon EIR | Carlsbad USD
- » South Region Elementary School No. 12 EIR | Los Angeles USD

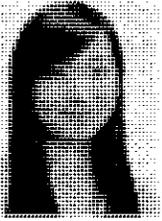
EDUCATION

- » Master of Urban Planning, Design, & Development, Cleveland State University
- » Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University
- » BA, Anthropology, University of California, Los Angeles

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2008



STEPHANIE CHEN, EIT

Air Quality/GHG & Noise Specialist

Stephanie is a member of the air quality, greenhouse gas, and noise assessment group. She participates in all phases of air quality, greenhouse gas, and noise technical analyses for CEQA documents—monitoring, modeling, interpreting data, and writing reports. Stephanie is proficient in various noise and air quality modeling software, such as URBEMIS and CalEEMod.

Stephanie's previous work experience includes internships with public and private entities, where she used ArcGIS to help develop an inventory-tracking database for storm drain systems, processed stormwater permits, and assisted with the preparation of air quality, greenhouse gas, and noise studies, especially with determining the applicable ordinances, regulations, and rules for a variety of projects.

HIGHLIGHTS OF EXPERIENCE

- » Greenville-Banning Channel Improvements IS & MND | Costa Mesa CA
- » Sonora High School Classroom Modernization and Pool Construction IS & MND | Sonora UHSD
- » Etiwanda High School Improvements EIR | Chaffey Joint UHSD
- » Rancho Cucamonga High School Improvements EIR | Chaffey Joint UHSD
- » Specific Plan No. 3 IS & MND | Walnut CA

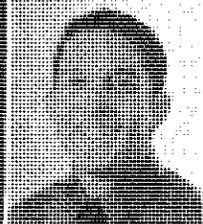
EDUCATION

- » Master of Geographic Information Science & Technology, University of Southern California
- » BS, Environmental Engineering, University of California, San Diego

CERTIFICATIONS

- » Engineer in Training (EIT)

Team member since 2014



STEVEN BUSH, EIT

Project Scientist

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL AND HEALTH RISK ASSESSMENTS

- » Clayton Valley Charter High School Preliminary Fatal Flaw Analysis, Concord CA
- » Tracy Learning Center (Charter School) HRA/Title 5 Review, Tracy CA
- » Wiseburn New High School EIR, Hawthorne CA
- » Health Risk Assessment and Railroad Safety Study for Martin Luther King Jr Middle School, Hayward CA
- » Health Risk Assessment, Pipeline Safety Hazard Assessment, and Railroad Safety Study for Pioneer High School, Whittier CA
- » Health Risk Assessments for Central Region Elementary School and South Region Span K-8 #1, Los Angeles CA
- » Rail and Pipeline Safety Studies, San Luis Coastal USD
- » Aboveground Water Tank Safety Hazard Assessment, Waterstone Environmental, Inc.
- » Health Risk Assessment for Irvine Technology Center, Irvine CA
- » Pipeline Safety Hazard Assessment, Manteca CA
- » CNG and Propane Risk Assessment for Ramona Elementary, Moreno Valley CA

AIR QUALITY/GHG AND CEQA

- » Valhalla Inn by the Bay Initial Study, Sausalito CA
- » The Landing at Walnut Creek Apartments EIR, Walnut Creek CA
- » Air Quality and Greenhouse Gas Analyses for Ocean Outlets Maintenance Manual, Orange County Flood Control District
- » Air Quality and Greenhouse Gas Analyses for Breuner Marsh Restoration, Richmond CA

SITE INVESTIGATION

- » Environmental Oversight of Remedial Action Plan for LAUSD Central Region Elementary School No. 20, Los Angeles CA
- » Site Remediation for former Sargent Industries Property, Huntington Park CA
- » Phase I Environmental Site Assessments for City Recreation and Parks, Los Angeles CA
- » Fontana USD High School Site No. 5, Fontana CA
- » Alessandro Boulevard and Kitching Street Alternative High School Site, Moreno Valley CA
- » High School No. 5 Alternate Sites EIR, Moreno Valley USD

EDUCATION

- » MS, Chemical Engineering, University of California, Los Angeles
- » BS, Chemical Engineering, University of California, Santa Barbara

REGISTRATIONS

- » Engineer in Training

CERTIFICATIONS

- » 40 Hour HAZWOPER
- » CPR and First Aid

Team member since 2007

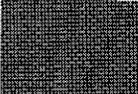
- » Citrus Heritage Middle School IS/MND, Riverside USD
- » Tri-City Community Day School IS/MND, San Bernardino County Superintendent of Schools
- » AZ Winter Mesa Towing Site Subdivision EIR, Malibu CA
- » Crummer Site Subdivision EIR, Malibu CA

PUBLICATIONS

- » "Identification of subwatershed sources for chlorinated pesticides and polychlorinated biphenyls in the Ballona Creek watershed," *Science of The Total Environment* 403, no. 13 (2011): 2525–33
- » With M. Philibert, F. L. Rosario-Ortiz, and I. H. Suffet, "Advances in the characterization of the polarity of DOM under ambient water quality conditions using the polarity rapid assessment method," *Water Science & Technology: Water Supply* 8, no. 6 (2008): 725–733

AWARDS

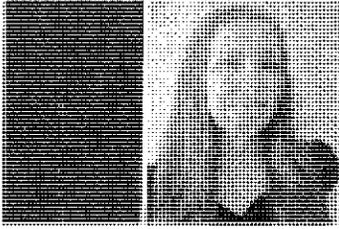
- » Engineering Honor Society, Tau Beta Pi, 2002



STEVEN BUSH

Project Scientist

sbush@placeworks.com



NATALIE FOLEY

Planner, Noise

Natalie is a member of the noise assessment group. She participates in all phases of noise technical analyses for CEQA documents—monitoring, modeling, interpreting data, and writing reports. Natalie has assisted in the completion of several noise studies for a wide variety of projects that include schools, commercial, residential, and mixed-use developments. Her unique background in physics and music gives Natalie a solid foundation in quantitative and qualitative analysis, which is instrumental to the assessment of environmental noise impacts.

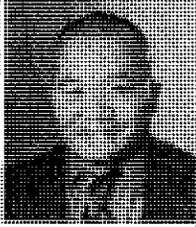
EDUCATION

- » BS, Physics, Hillsdale College
- » BS, Music, Hillsdale College

Team member since 2014

HIGHLIGHTS OF EXPERIENCE

- » Antelope Valley EIR | Los Angeles County CA
- » Temple City General Plan EIR | Temple City CA
- » Wilson Creek Specific Plan EIR | Yucaipa CA
- » University High School Stadium EIR | Irvine CA
- » El Toro High School Lighting and Noise Study | El Toro CA
- » Tustin High School New Classroom Building – Phase I Addendum | Tustin CA
- » Etiwanda High School Stadium EIR | Rancho Cucamonga CA
- » Alta Loma High School Stadium EIR | Rancho Cucamonga CA
- » Los Osos High School Stadium EIR | Rancho Cucamonga CA
- » Supplemental EIR for High School #5 | Moreno Valley CA
- » Sycamore Academy Noise and Vibration Technical Memorandum | Wildomar CA
- » Car Wash Noise Study | Seal Beach CA
- » Shea Homes Mixed Use Project | Walnut Valley CA



CARY S. NAKAMA

Graphics Specialist

Cary's wide-ranging computer graphics skills give him the ability to visually solve the most challenging graphics assignments. He has 10 years of technical and graphic illustration experience, including Phase I geological and scientific illustrations and graphics for government, industry, and private sector client reports. He has completed numerous technical illustration projects involving 3D and 2D isometric/orthographic views, and has developed in-house and end-user assembly manuals, guides, spec sheets, and presentations using digital imaging, client-provided data, specs, and redlines. Cary creates custom graphics, maps, and figures for the Environmental Planning and Environmental Science & Engineering teams. He is proficient in Adobe Photoshop and InDesign, Macromedia FreeHand, and CorelDraw, among others.

EDUCATION

- » BA, Business Administration: Data Processing and Marketing, California State University, Long Beach
- » AA, Computer Graphic Design, Platt College of Computer Graphic Design

Team member since 2002

HIGHLIGHTS OF EXPERIENCE

PROJECTS

- » Menifee New General Plan and EIR | Menifee, CA
- » Castaic Lake High School Draft EIR | Castaic, CA
- » Uptown Newport Beach Mixed Used Development | Newport Beach, CA
- » I-710 Corridor EIR/EIS | Long Beach, CA
- » Annual Remediation Action Groundwater Monitoring | Lancaster, CA
- » El Toro High School Lighting and Bleacher Study | El Toro, CA
- » Wiseburn New High School Sites | El Segundo, CA
- » Central Region Elementary School #22 | Los Angeles, CA
- » Bank of America | Los Angeles, CA
- » Monte Vista Elementary School | Murrieta, CA

CLIENT LIST

- » San Diego Unified School District | San Diego, CA
- » Griffin Industries
- » Consolidated Waste Industries
- » Heritage Valley Parks
- » Procom Technology, Inc. | Irvine, CA
- » Los Angeles Unified School District (LAUSD) | Los Angeles, CA
- » City of Industry, California
- » Long Beach Unified School District (LBUSD) | Long Beach, CA
- » Tustin Unified School District (TUSD) | Tustin, CA



GINA FROELICH

Senior Editor

In a deadline-driven environment, people can make mistakes. That's why Gina reads PlaceWorks' documents to make sure they are consistent, correct, and comprehensible. At the same time, she has the flexibility to adjust the level of her editing when a quick turnover is necessary. She developed style guidelines for spelling, grammar, and formatting issues for the very different kinds of documents that PlaceWorks creates.

Gina not only edits, but writes, revises, and advises on marketing materials, articles, website material, CenterViews, and the Practical Guide series. She is involved at some level with almost every piece of writing that PlaceWorks generates. She writes or revises and edits resumes and project descriptions, and creates new qualifications materials. Her deft touch and ability to grasp any subject matter are evident in the readability, precision, and accessibility of PlaceWorks' most recent Practical Guides to the California Environmental Quality Act and risk assessment.

Gina was a copyeditor for an academic publishing house before coming to PlaceWorks. She has also taught composition in community colleges, and has offered in-house writing workshops for our planners.

HIGHLIGHTS OF EXPERIENCE

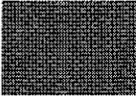
COMMUNITY PLANNING & DESIGN

- » El Monte General Plan, Zoning Code Update, & EIR | El Monte CA
- » The Ontario Plan & EIR | Ontario CA
- » Clovis General Plan Update & EIR | Clovis CA
- » Centennial Master Plan, Tejon Ranch | Los Angeles County CA
- » Hawadi Master Plan, Village 1, 2, 3, and 4 Specific Plans | King Abdullah Economic City Saudi Arabia
- » Kiley Ranch North Master Plan | Sparks NV
- » University Hills Specific Plan | San Bernardino CA
- » Renaissance Plaza Specific Plan and Entitlement Review | Stanton CA
- » The Arborteum at North Fontana Specific Plan | Fontana CA
- » Vortex Specific Plan & EIR | Desert Hot Springs CA
- » Section 19 Specific Plan & EIR | Rancho Mirage CA
- » Greenspot Village & Marketplace Specific Plan & EIR | Highland CA
- » Garrett Ranch Specific Plan & EIR | Hemet CA
- » Dana Point Housing Element Update | Dana Point CA
- » Santa Ana Housing Element Update | Santa Ana CA
- » City of Riverside Housing Element | Riverside CA
- » City of Pasadena Housing Element | Pasadena CA
- » Rancho Cucamonga Analysis of Impediments to Fair Housing | Rancho Cucamonga CA
- » SCAG 2% Compass Blueprint Strategy Implementation, San Gabriel Valley | Azusa, Baldwin Park, Covina, Glendora, Irwindale, and LA County
- » SCAG 2% Compass Blueprint Strategy Implementation, Inland Empire | Corona, Perris, Riverside, and San Bernardino
- » SCAG Compass Blueprint Strategy Reality Check | Southern California

EDUCATION

- » MA, Composition, California State University, Chico
- » BA, English, University of California, Irvine

Team member since 2005



GINA FROELICH

Senior Editor

gfroelich@placeworks.com

- » Western Riverside BRT Route Planning and Station Area Studies | Western Riverside County CA
- » Arrow Highway Corridor, Multi-Jurisdictional Planning in Corridors | San Gabriel Valley CA
- » Life on State | Salt Lake County UT
- » Community Building Initiative, California Community Foundation | El Monte CA
- » Estrella Mountain Ranch Strategic Plan | Goodyear AZ
- » Paseo San Geronimo Design Guidelines | Banning CA
- » Westminster Zoning Code Update | Westminster CA

ENVIRONMENTAL

- » Puente Hills Intermodal Facility EIR | Industry CA
- » Fresno El Paseo EIR | Fresno CA
- » Supplement to Industry Business Center EIR | Industry CA
- » Irvine Business Complex Program EIR | Irvine CA
- » Hyatt Regency Newport Beach Expansion EIR | Newport Beach CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » Little Saigon: Moran & Weststate Streets Comprehensive Plan EIR | Westminster CA
- » 109th Street Pool & Bathhouse Replacement Project EIR | Los Angeles CA
- » Huntington Beach High School Renovation and Expansion IS/MND | Huntington Beach Union High School District
- » Vista New Dual Magnet High Schools | Vista USD
- » Garey 9th Grade School and Garey Village Annex Adult Education Center EIR | Pomona USD
- » Middle School No. 7 and Elementary School No. 24 EIR | Moreno Valley USD
- » University High School Stadium | Irvine USD
- » Costa Mesa High School Swimming Pool and Improvements IS | Newport-Mesa USD
- » Hector Godinez Fundamental High School EIR | Santa Ana USD

ARTICLES AND PUBLICATIONS

- » "A Practical Guide to Environmental Risk: Perception, Assessment, Communication," *Practical Guide Series*, The Planning Center, 2009
- » "A Practical Guide to the California Environmental Quality Act," *Practical Guide Series*, The Planning Center, 2009
- » "Safe Routes to School: Steps to Safer School Communities," *CenterViews*, The Planning Center newsletter, January 2009
- » Ted Knowlton, "Transit-Oriented Development in Utah? The West Is the Land of TOD Opportunity," *Builder & Developer*, 2009
- » *The Planning Center Style Guide*, 2009
- » Ted Knowlton, "Bye-Bye Bedroom Communities: How High-Priced Gas Has Changed Attitudes about the Suburbs," *The Enterprise* (UT), 2008
- » Peter Garcia, "Taking Charge of Site Assessment," *CASH Register*, July 2008
- » "Your Homework Assignment: Find a Safe and Healthy Charter School Facility by Considering These 8 Factors," *CenterViews*, The Planning Center newsletter, September 2008
- » Nicole Vermillion, "Getting Serious on Global Warming," *Green HomeBuilder Annual Buyer's Guide*, 2007-08
- » Greg Haws, "The Right Place," *Builder & Developer Market Analysis*, 2007
- » "Rail Yard Emissions and Schoolchildren: Growing Concern over Air Toxics," *CenterViews*, The Planning Center newsletter, March 2007
- » *Five Steps Towards a New Suburbia*, The Planning Center, 2006
- » "Senate Bill 18: Expanding CEQA for the Protection of California's Traditional Tribal Cultural Places," *CenterViews*, The Planning Center newsletter, December 2006
- » *The New Suburbanism: A Realist's Guide to the American Future*, The Planning Center, 2005

DENNIS BORATYNEC, GE, PE

EDUCATION

- M.Sc. in Geoenvironmental Engineering, University of Alberta, Edmonton, Alberta, Canada, 2003
- B. Sc. in Civil Engineering, University of Alberta, Edmonton, Alberta, Canada, 1995

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- California, Geotechnical Engineer, GE 2770
- California, Registered Civil Engineer, PE 60716

SELECTED PROJECT EXPERIENCE

- Project Manager/Engineer, Lake Forest Sports Park, Lake Forest. A proposed 76-acre Sports Park located immediately south of the Rancho Parkway extension, which involves up to 1.5 million cubic yards of rough grading. Performed a subsurface geotechnical evaluation to assess global stability of off-site slopes which support a 7.5 million gallon water tank, a residential community, or commercial/industrial buildings.
- Project Manager/Engineer for Tustin Field I and II, an approximately 70-acre master planned community located in Tustin, CA, featuring approximately 126 multi-family units, 445 single family dwellings, a recreation area including a clubhouse and swimming pools, and associated roadways and underground utilities.
- Project Manager/Engineer for Edenglen (including The Cottages, Veranda, Gatehouse, Belcourt, and Portico), an approximately 61-acre master planned community located in Ontario, CA, featuring approximately 542 homes, a recreation area including a clubhouse swimming pool, roadways, underground utilities, and sewer lift station.
- Project Manager/Engineer for Ralph's Plaza at Brookhurst/Adams in Huntington Beach, CA for approximately 7.5 acres of retail development. Development included over 100,000 ft² of retail space and associated parking lots. Project was underlain by relatively loose sandy soils and shallow groundwater and relatively high ground motions were predicted based on the design earthquake.
- Project Manager/Engineer for Colony Park, an approximately 19-acre development located in Anaheim, CA, featuring 350 multifamily units, a recreation area including a club house and pool. Successfully completed a subsurface geotechnical evaluation using hollow stem augers and Cone Penetration Tests (CPT). Provided and implemented recommendations including removal and recompaction of near surface soils which were unsuitable for foundation support, fill placement criteria, seismic analysis, potential for dry sand settlement, determined geotechnical design parameters for an approximately 15-foot high by 700-foot long sound wall adjacent to the existing railroad tracks.
- Project Manager/Engineer, Reservoir #4, San Clemente. Performed a subsurface geotechnical evaluation to assess the onsite geotechnical conditions as they relate to replacing the existing main line with a new mainline which will be installed via directional drilling.
- Project Manager/Engineer, Eastern Wells 16-inch Water Pipeline, San Juan Capistrano, Performed geotechnical observation and testing during construction of approximately 6,820 linear feet of approximately 16-inch PVC pipeline, 200 linear feet of 20-inch fused PVC casing and 900 linear feet of 20-inch steel casing.
- Project Manager/Engineer, Geotechnical Evaluation and Recommendations for the Proposed Hydraulic Capacity Project No. 6 (CIP No. 07703), Inverted Siphon at San Juan Creek and San Juan Creek Road, San Juan Capistrano, California. Performed a subsurface geotechnical evaluation to assess the onsite geotechnical conditions as they relate to replacing approximately 1,400 linear feet of the sewer line via directional drilling.

KEVIN B. COLSON, CEG, PG

EDUCATION

- M.S., Geological Sciences, San Diego State University, San Diego, California, 1996
- B.S., Geological Sciences, San Francisco State University, San Francisco, California, 1993

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- California, Certified Engineering Geologist, CEG 2210
- California, Professional Geologist, PG 7119

PROFESSIONAL SUMMARY

As a Vice President of and Director of Geology for LGC Geotechnical, Mr. Colson has over 17 years of experience in the geotechnical industry in Southern California. He has been involved in numerous projects in Southern California including: residential, commercial, retail, transportation, and public works.

Mr. Colson's expertise includes: fault investigations; landslide mitigations and slope stabilizations (by both mechanical and earthen stabilization methods); hillside grading; flat land grading; hard rock rippability studies; liquefaction studies; distress evaluations; and reviews. Mr. Colson has been the lead on several of our most complex projects including: design and construction of a major landslide stabilization with tie-backs and grade beams beneath occupied multi-storied residential structures; slope stabilizations via nail and tieback walls below active roadways; design of earthen stabilizations for several hundred foot high slopes; fault trench investigations of active and potentially active faults; and mitigation of unstable rock slopes. Mr. Colson, his wife and three children reside in San Clemente.

PROJECT EXPERIENCE

- Project geologist for the approximately 440-acre Santiago Hills II development for the Irvine Community Development Company in the City of Orange, California. The project will ultimately include over 17 million cubic yards of grading to be performed over an approximately 2-year span. The site presents several complicated geotechnical issues to consider including: micro-tunneling for realignment of a 54-inch water line beneath the active lanes of Chapman Avenue; installation of new storm drain lines via "jack and bore" methods beneath the active lanes of State Route 241/261; grading with the Caltrans right-of-way directly adjacent to active lanes of State Route 241/261; proposed over-steepened slopes; deep saturated alluvium; numerous faults; slope stability issues; landslides; dense volcanic rock; very highly expansive soils; and shallow ground water. Mr. Colson and his LGC team successfully addressed these issues on an extremely tight time frame and were essential in getting the project approved for development through city, county and state jurisdictions. Particular LGC contributions to the success of the project, included: design of an extensive wick drain ground improvement system for areas of deep saturated alluvium; design for geogrid reinforcement for 60-foot-high 1.5:1 fill slope for

KEVIN B. COLSON, CEG, PG

bridge abutment; and design of landslide remediation and slope stabilizations for the project slopes.

- Project Geologist for the Coventry Court Senior Apartments in Tustin, California. The project included grading and construction for ten three-story, twenty-four unit senior residential housing structures, two clubhouse/pool structures and associated utilities, roadways, parking and improvements.
- Project geologist for Laguna Beach Sewer Interceptor Tunnel rehabilitation, Laguna Beach, California. The project included geologic mapping and evaluation of approximately two miles of coastal bluff along the tunnel alignment. Mapping was performed both within the unlined portions of the existing tunnel and adits and along the bluff face. The study included analysis of the stability of the bluff to assess the geotechnical conditions along the coastal bluff in an effort to identify areas of potential concern for the tunnel and associated adits and portals and to evaluate the potential impact of the proposed tunnel rehabilitation on the stability of the bluff. To avoid potential impact on the multi-million dollar residences above, LGC aided in designing the new engineered structural liner for the tunnel rehabilitation to replicate the strength lost due to the increased diameter of the tunnel.
- Third-party geotechnical reviewer for geotechnical evaluations for development of the Imperial Solar Energy Center South and West on approximately 2,000 acres of undeveloped and agricultural land in Imperial County, California. The project would ultimately include development of two photovoltaic arrays and associated electrical transmission lines capable of producing 500 megawatts of power.

PROFESSIONAL HISTORY

July 2010-Present:	Vice President, LGC Geotechnical, Inc., San Clemente, California
2006-July 2010:	Vice President, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
2002-2006:	Associate Geologist, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
2001-2002:	Project Geologist, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
1994-2001:	Project Geologist, Staff Geologist, and Technical Illustrator, Leighton and Associates, Inc., San Diego, California

BRAD ZELLMER, PE, GE

EDUCATION

- M.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, 1996
- B.S. Civil Engineering, California State University Long Beach, 1993

PROFESSIONAL REGISTRATIONS

- Registered Geotechnical Engineer / California / GE 2618 / 2003
- Registered Civil Engineer / California / PE 58704 / 1998

PROFESSIONAL SUMMARY

Mr. Zellmer's experience encompasses a wide range of civil and geotechnical engineering projects, including large-scale public works, commercial and residential development projects. Responsibilities include evaluation of foundation capacity, liquefaction, slope stability, ground settlement and ground improvement alternatives. Project experience ranges from deep foundation systems to slope stabilization. Extensive experience in the geotechnical design of tieback anchor, soil nail, and geogrid reinforced retaining structures for permanent and temporary (during construction) stabilization.

PROJECT EXPERIENCE

- Senior Engineer for field investigation for the approximately 8.5 mile long light rail Crenshaw/LAX Transit Corridor project. Planned alignment includes numerous bridge structures, two cut-and-cover tunnels and one bored tunnel. Coordinated geotechnical field investigation that included numerous rotary wash, hollow stem and sonic borings and well as Cone Penetration Tests (CPTs). In-situ field tests included pressuremeter, packer test, and borehole downhole shear wave logging. Data was required for the geotechnical baseline report.
- Senior Engineer for rail expansion of Pier F at the Port of Long Beach, California. Project included over a mile of retaining wall structures, compressed air facility and the realignment of Harbor Scenic Drive. Coordinated field investigation consisting of numerous CPT soundings and hollow stem auger borings. Provided geotechnical recommendations for the planned improvements.
- Senior Engineer for Burlington Northern Santa Fe (BNSF) grade separation in Placentia, California. Provided geotechnical recommendations for two-span rail bridge and retaining wall structures in accordance with AREMA and Caltrans requirements, respectively. Site had retaining wall structures up to 28 feet in height with limited construction right-of-way.

BRAD ZELLMER, PE, GE

- Senior Engineer for Southern California Edison (SCE) substation at the Port of Long Beach, California. Coordinated field investigation and provided geotechnical recommendations for the proposed electrical substation.
- Senior Engineer for the improvements at Balboa Marina in Newport Beach, California. Duties included providing geotechnical field observation and supervision of installation of jetted and driven pile foundations for new docks and tieback anchors for reinforcement of an existing sea wall along with sheet piling required for designated environmental eel grass planter area. Project required 164 tieback anchors to reinforce an existing sea wall.
- Senior Project Engineer for the Golf Clubhouse in San Clemente, California. Project involved the construction of a two-story split-level clubhouse building and associated improvements including retaining walls, fire access road, golf cart patio area and a driving range.
- Senior Project Engineer for the 1.3 million gallon partially buried Cook's Reservoir in San Juan Capistrano, California. Responsibilities include geotechnical site assessment, laboratory test assignment, and analyses in order to provide foundation recommendations for the proposed replacement reservoir including design lateral static and seismic earth pressures.
- Senior Project Engineer for the Meadows at San Juan Capistrano, California. Project includes increasing the stabilization of a 300-foot-thick ancient block-glide landslide through dewatering for a proposed residential development.
- Senior Project Engineer for proposed 16-story building in Oakland, California. Project responsibilities including providing axial and lateral capacities for proposed driven pile foundation system. Project required liquefaction analysis and resulting estimated pile downdrag forces on proposed deep foundation system.
- Project Engineer for Crystal Cove in Newport Coast, California. Mass grading project requiring deep fills and geogrid reinforcement for slope stabilization. Responsibilities include settlement monitoring and analysis of deep fills.
- Project Engineer for Sage Hill School in Newport Coast, California. Responsibilities included providing foundation design parameters for numerous school buildings, overexcavation recommendations, and the design of an approximately 15 foot high geogrid-reinforced segmental retaining wall located below the baseball field.
- Project Engineer for six-story office building located at Park Place in Irvine, California. Project responsibilities included coordination of the field investigation, laboratory test assignment, report preparation, and project management of budget. Coordinated pile indicator program and field observation during pile driving operations.

PROFESSIONAL HISTORY

2012-Present: Project Engineer, LGC Geotechnical Inc., San Clemente, California

2009-2011: Senior Engineer, Earth Mechanics Inc., Fountain Valley, California

2008-2009: Senior Engineer, Geotechnical Professionals Inc., Cypress, California

2003-2008: Associate Engineer, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California

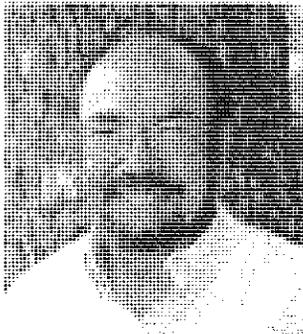
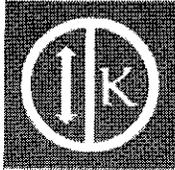
1996-2003: Staff/Senior Staff/Project Engineer, Leighton and Associates, Inc., Orange County Office, Irvine, California

Spring 1996: Laboratory Instructor, California Polytechnic State University, San Luis Obispo, California

Summer 1995: Laboratory Technician, Ninyo & Moore Geotechnical Consultants, Irvine, California

PROFESSIONAL SOCIETIES

- American Society of Civil Engineers



EDUCATION

University of California at Los Angeles, B.S.,
Engineering

Yale University, Bureau of Highway Traffic,
Certificate in Traffic Engineering

Federal Highway Administration, 18 Month
Highway Engineering Training Program

University of California at Irvine, Guest Lecturer

California State University at Fullerton, Class
Instructor

American Planning Association, Guest Speaker

PROFESSIONAL ENGINEER REGISTRATION

Registered Professional Traffic Engineer in the
State of California, TE0056

PROFESSIONAL HISTORY

County of Los Angeles, Assistant Traffic Engineer

Wilbur Smith Associates, Assistant Traffic Engineer

Federal Highway Administration, Policy Planning

County of Riverside, Assistant Traffic Engineer

Lampman Associates, Traffic Engineer Associate

City of Irvine, Transportation Planning Engineer

Weston Pringle and Associates, Traffic Engineer
Associate

Kunzman Associates, Inc., Principal

OVERVIEW

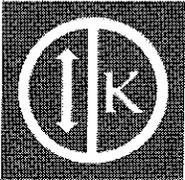
William Kunzman, P.E., has worked professionally in traffic engineering and transportation planning since 1967 in both the public and private sectors. Bill is an expert witness in traffic engineering involving highway accidents (automobile, truck, bus, pedestrian, bicycle, and motorcycle). Bill has extensive knowledge of governmental agency procedures, design, geometrics, signs, traffic controls, parking, and maintenance. Bill is highly skilled in presenting findings and recommendations to elected officials, municipal commissions community groups, the Courts, and the general public.

HONORS AND AWARDS

- Received fellowship and living stipend to attend Yale University from the Insurance Institute for Highway Safety, 1967-1968.
- Elected Class President of Yale University Bureau of Highway Traffic, 1967.
- Recipient of the 1978 Institute of Transportation Engineers Past Presidents' Award. This is the most prestigious award granted by the Institute of Transportation Engineers to persons 35 years old or younger. It is given annually to one person on a worldwide basis.
- Received from Institute of Transportation Engineers, Southern California Section, "Young Traffic Engineer of the Year Award" in 1979.

PROFESSIONAL PUBLICATIONS

- "Irradiation and Haiation", Traffic Engineering Magazine, December 1968.
- "Accuracy of Computer Program BMD02R, Stepwise Regression" Highway Planning Technical Report Number 17, Federal Highway Administration, Washington, D.C., April, 1970.
- "A Simplified Procedure to Determine Factors for Converting Volume Counts to ADT's", Traffic Engineering Magazine, October 1976.
- "Annual Vehicle Miles Traveled per Family as a Function of Primary Wage Earner's Work Trip Mileage", Institute of Transportation Engineers Technical Notes, March 1978.
- "Another Look at Signalized Intersection Capacity", ITE Journal, August 1978. This article was submitted in competition for the 1978 Institute of Transportation Engineers Past President Award and won the award.
- "Urban Development and Circulation Systems - A Critical Balance", ITE Compendium of Technical Papers, August 1980.



KUNZMAN ASSOCIATES, INC.

CARL BALLARD, PRINCIPAL ASSOCIATE

OVER 30 YEARS OF EXCELLENT SERVICE



EDUCATION

California State University, Fullerton: B.S.,
Mathematics, with emphasis in Probability and
Statistics

University of California Institute of Transportation
Studies Certificate

Institute of Transportation Engineers Professional
Development Seminar Certificates

California State University, Fullerton, University
Extended Education Services Certificate

PROFESSIONAL HISTORY

RKJK & Associates, Inc., Partner

Urban Crossroads, Inc., Partner

Kunzman Associates, Inc., Partner

AFFILIATIONS

American Planning Association (APA)
Past Board of Directors

Association of Environmental Professionals (AEP)
Past Board of Directors

Institute of Transportation Engineers (ITE)

Orange County Traffic Engineering Council (OCTEC)

Business Development Association (BDA)

Building Industry Association of Southern California
(BIA)

OVERVIEW

Carl Ballard has been involved in transportation planning and traffic engineering since 1982 and has completed numerous traffic studies in the States of California, Nevada, and Colorado. Carl has also been a partner in transportation planning firms within Southern California.

Carl is involved in many aspects of the profession, including: site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, and transportation demand management plans.

Transportation projects completed range from focused site-specific traffic studies to area wide circulation studies. Carl has written many traffic studies within Orange, Los Angeles, Riverside, San Bernardino, Kern, and San Diego Counties. He has managed and performed the technical efforts for general plan circulation elements, redevelopment plans, specific plans and environmental impact reports for public and private clients.

HIGHLIGHTS OF EXPERIENCE

Carl has served as Project Manager on the following projects:

- Rio Rancho School | City of Pomona
- Saddleback Elementary School | County of Los Angeles
- Quailwood Middle School | City of Lancaster
- L'Heritage Francais Private School | County of Los Angeles
- Citrus College Master Plan | City of Glendora
- Biola University Master Plan | City of La Mirada
- Mission/White Schools | City of Pomona
- Dana Middle School | City of Arcadia
- El Camino College Master Plan | County of Los Angeles
- Rosewood Park School | City of Commerce
- Joseph A. Gascon Elementary | County of Los Angeles
- Sierra Madre Upper Campus School | City of Sierra Madre

1111 TOWN & COUNTRY ROAD, SUITE 34, ORANGE, CA 92868
PHONE: (714) 973-8383 ■ FAX: (714) 973-8821

WWW.TRAFFIC-ENGINEER.COM

EXHIBIT C
FEE SCHEDULE

PRICING PROPOSAL FORM

RFP NO. 15-006 Initial Study / Mitigated Negative Declaration

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

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

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
PLACEWORKS				
William Halligan, Esq.	\$235	4	\$940	N/A
Nicole Morse, Esq.	\$190	108	\$20,520	N/A
Jorge Estrada	\$120	225	\$27,000	N/A
Bob Mantey	\$165	15	\$2,475	N/A
Nicole Vermilion	\$180	7	\$1,260	N/A
Denise Clendening, PhD	\$170	20	\$3,400	N/A
Cathy Fitzgerald, PE, QSD/QSP	\$170	28	\$4,760	N/A
John Vang, JD	\$105	4	\$420	N/A
Steve Bush, EIT	\$105	0	\$0	N/A
Stephanie Chen, EIT	\$80	48	\$3,840	N/A
Natalie Foley	\$80	39	\$3,120	N/A
Cary Nakama	\$80	12	\$960	N/A
Gina Froelich	\$105	18	\$1,890	N/A

Laura Munoz	\$80	14	\$1,120	N/A
KUNZMAN & ASSOCIATES				
William Kunzman, PE	\$150	14	\$2,100	+10% markup
Jeremy King	\$40	5	\$200	+10% markup
LCG GEOTECHNICAL, INC.				
Dennis Boratynec	\$150	5	\$750	+10% markup
Kevin Colson	\$150	3	\$450	+10% markup
Brad Zellmer	\$130	12	\$1,560	+10% markup

Total Estimated Annual Price	\$76,765 \$77,271 (+10% sub markup) \$86,165 (Grand total w exp+5%)
------------------------------	---

EXHIBIT E
CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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