

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 13TH day of October, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and URS Corporation, dba URS Corporation Americas, a Nevada Corporation ("Consultant"), and Trumark Homes LLC, a Limited Liability Company ("Applicant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference. Reference 1239 Victoria Street (PA-14-19).

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 Forty Five Thousand Dollars One Hundred and Forty Dollars (\$45,140.00).

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 six (6) months, ending on April 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:

URS Corporation
2020 East First St, Suite 400
Santa Ana, CA 92705

Tel: (714) 648-2891
Fax: (714) 667-7147
Email: Richard.A.Hart@urs.com

Attn: Richard A. Hart

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5023
Fax: (714) 754-4856
Email: Antonio.gardea@costamesaca.gov

Attn: Antonio Gardea

IF TO APPLICANT:

Trumark Homes, LLC
450 Newport Center Drive
Suite 300
Newport Beach, CA 92660

Tel: (949) 999-9820
Fax: None
Email: enelson@trumarkco.com

Attn: Eric A. Nelson

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: 10/24/14

CONSULTANT

REDACTED

Signature

Richard A. Hart, J.P.

Name and Title

Date: Oct 17, 2014

REDACTED

Social Security or Taxpayer ID Number

APPLICANT
REDACTED

REDACTED

Signature

Eric A. Nelson - Vice President | Land Development

Name and Title

Date: 10/15/2014

REDACTED

Social Security or Taxpayer ID Number

APPROVED AS TO FORM
REDACTED

City Attorney

Date:

10/24/14

APPROVED AS TO INSURANCE:
REDACTED

Risk Management

Date:

10/22/14

APPROVED AS TO CONTENT:
REDACTED

Project Manager

Date:

10/23/14

DEPARTMENT HEAD APPROVAL
REDACTED

Gary Armstrong, Development Services Director

Date:

10-24-14

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

RFP NO. 1175



Development Services Department

CITY OF COSTA MESA

Released on Wednesday, August 27, 2014

**INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
REQUEST FOR PROPOSAL (RFP) NO. 1175**

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 three (3) years with two (2) one-year options to renew. 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. SCHEDULE OF EVENTS

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

Release of RFP	August 27, 2014
Deadline for Written Questions	September 3, 2014 @ Noon
Responses to Questions Posted on Web	September 5, 2014
Proposals are Due	September 12, 2014 @ 10:00 a.m.
Interview (if held)	Week of September 29, 2014

Approval of Contract

October 8, 2014

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

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for environmental consulting assistance. Trumark Homes, LLC has submitted a planning application to the City of Costa Mesa for development of a residential development. The work activity includes preparation of an **Initial Study/ Mitigated Negative Declaration (IS/MND)**. The environmental analysis will need to focus on aesthetics, air quality, traffic, noise, and land use compatibility impacts. Peer review of the technical studies provided by the applicant and incorporation of the recommendations/conclusions is required. The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

TECHNICAL STUDIES

Provided by the Applicant:

- Shade / Shadow Study
- Phase I and Phase II Environmental Assessments
- Geotechnical Report
- Exterior Noise Analysis
- Hazardous Material Survey Report
- 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 technical studies provided by the applicant and additional studies as required to complete the environmental document. The consultant would also be primarily responsible for preparation of the air quality analysis and Green House Gas Emissions, hydrology studies, water quality management plan (WQMP), and all related mitigation measures addressing significant impacts.

BUDGET

The City anticipates a budget not to exceed \$50,000 including reimbursables and 2% contingency.

DESCRIPTION

Development Site:

The 1.9 acre property is a nutritional testing facility and is developed with a 55,000-square foot building. The site is semi-rectangular with the north side at an angle created by Victoria Street and slopes upward approximately 12.6 feet from the northwest corner of the site toward the southeast end of the site. The property is located on the south side of Victoria Street approximately 900 feet east of the City's boundary with Huntington Beach and approximately 450 feet west of Valley Road. The property is zoned AP (Administrative and Professional District) and has a General Plan land use designation of General Commercial.

The surrounding properties to the east, southwest and south are developed with multiple-family residential and single-family residential homes. The property abutting to the east at the corner of Victoria Street and Valley Road is developed with a single-story, multiple tenant shopping center. Vista Park is located to the north across Victoria Street from the subject site.

Proposed Project:

The proposed project involves a General Plan amendment to change the designation from General Commercial to High Density Residential, which allows up to 20 dwelling units/acre and a rezone of the site from AP (Administrative and Professional) to Planned Development Residential District.

The project involves the following:

- Demolition of a 55,000-square foot commercial building and grading of the site.
- Discretionary Approval of a General Plan Amendment, Rezone, 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 City Council.
- Construction of a new 28-unit master planned community as described above. The 28-unit residential development would consist of three-story detached homes with three bedrooms, roof decks and attached two car garages. The houses would be arranged around a U-shaped private street(s) connecting to Victoria Street.

Additional information regarding the project is contained in the General Plan Screening Staff Report presented to the City Council on February 4, 2014. The information can be accessed by following the link: <http://www.costamesaca.gov/ftp/council/agenda/2014/2014-02-04/NB-3.pdf>.

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 SCREENCHECK IS/MND

Consultant will prepare the environmental impact evaluation for the Screencheck 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 screencheck IS/MND submittal may need to be provided. A 2nd screencheck 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

TASK 4—PREPARE PROOFCHECK 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 PROOFCHECK 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 hearings (two meetings)
- City Council public hearing (one meeting)

TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

Proposals Due

Friday, September 12, 2014 @ 10:00 a.m.

Consultant Selection	Monday, September 22, 2014
Kick-Off Meeting	Tuesday, October 7, 2014
Screen check Draft Due to City for Review	November 7, 2014
Completed Initial Study/ Mitigated Neg Dec Sections due	November 21, 2014
Public Notice and Review Period (30 Days Min.)	December – January 2015
Responses to Comments Received	January 2015
Public Hearing(s)	January – February 2015

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.

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

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

- **Qualifications**

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

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

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

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

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

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

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references 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, Five (5) 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 **10:00 a.m. (no later than 9:59 a.m.) on September 12, 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. 1175 Initial Study / Mitigated Negative Declaration

Inquiries

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

Stephanie Urueta, RFP Facilitator

stephanie.urueta@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 **Friday, September 5, 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. Qualifications of Entity and Key Personnel----- 25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services----- 10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal----- 50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ---- 15%

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. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

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

B. Initial Proposal Review

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

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

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the **week of September 29, 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.

**EXHIBIT B
CONSULTANT'S PROPOSAL**

COSTA MESA

City of the Arts



PROPOSAL FOR

Initial Study / Mitigated Negative Declaration

RFP No. 1175

PREPARED FOR

City of Costa Mesa

SEPTEMBER 12, 2014



URS

2020 East First Street, Suite 400
Santa Ana, California, 92705



A. VENDOR APPLICATION FORM AND COVER LETTER

September 12, 2014

Ms. Stephanie Urueta, RFP Facilitator
City of Costa Mesa City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Subject: RFP No. 1175 Initial Study / Mitigated Negative Declaration

Dear Ms. Urueta and Members of the Selection Panel:

We understand that the City is looking for a team to assist in the preparation of the above referenced Initial Studies/Mitigated Negative Declaration (IS/MND), as well provide services under a multiyear consulting contract for similar IS/MND's. In response, URS Corporation Americas (URS) has assembled a highly experienced local and responsive team to support a full range of technical disciplines to meet the City's needs. Importantly, the URS Team offers the City the following benefits:

- **Local Resources** — The City can count on URS having the needed resources and experience to successfully complete virtually any project presented to us under this contract. URS understands the depth of resources and range of capabilities needed to successfully support this project. To deliver on our commitment to responsiveness, our proposed team features several technical specialists, supported by over 1,000 professionals within the southern California region, experienced in providing environmental services to local agencies. URS has assigned highly qualified local staff to cover all management and technical aspects of this project without the need for subconsultants, resulting in a coordinated and efficient MND process for the City. We will be able to bring this same approach to any subsequent multiyear as-needed IS/MND process that the City may establish.
- **Relevant Experience** — Through our previous project experience, the URS Team has gained a reputation for conducting quality technical studies and environmental documents on time and within budget. These studies and documents are deliberately focused on addressing unique challenges, concerns and requirements. Our Project Manager, Tom Holm, has recently managed a similar residential project MND for the City of Costa Mesa on an accelerated schedule and within budget. His relevant City of Costa Mesa project experience includes: Placentia & 20th Avenue Live/Work Project, South Coast Home Furnishing Center IS/MND, CarMax Auto Center IS/MND and the South Coast Plaza Town Center SEIR. He will bring this relevant project knowledge to this IS/MND project.
- **Collaboration with City Staff** — URS staff will work with the City as an integrated team to ensure that together we meet your mission. Our Project Manager, Tom Holm, and technical specialists have developed effective working relationships with public agencies over the course of their careers, and we thoroughly understand relevant policies, approaches, and requirements, with an emphasis on collaborative work with our City of Costa Mesa counterparts.

- **Close Proximity** — URS' Santa Ana office is located less than 8 miles from the City offices. The URS Project Manager and majority of technical specialists assigned to this contract are based in central Orange County. Over the years, this proximity has proven to be very convenient and time-saving for City and URS staff for attending meetings, delivering documents, and conducting project site visits within the City
- **Commitment** — **URS is committed to the City's success.** URS has been providing services in California since 1939. This is our neighborhood and we are naturally committing our best resources to develop and maintain a successful and long-range relationship to the City of Costa Mesa. URS has provided on-call environmental services to local cities, the County, and public agencies in Orange County, working with staff members, developing effective working relationships, and solving day-to-day project challenges. We will provide these services to the City with a strong commitment to technical expertise and quality control and we are committing our best resources to this contract.

Our proposed price will remain valid for a period of at least 180 days. This project will be managed from URS' Santa Ana office indicated on the Vendor Application Form. We look forward to providing the City of Costa Mesa with excellent environmental services. If you have any questions, please contact Tom Holm at (714) 835-6886 or via e-mail at thomas.holm@urs.com.

Sincerely,

URS Corporation Americas
REDACTED

Richard A. Hart, PE
Vice President

REDACTED

Tom Holm, AICP /
Project Manager



REQUEST FOR PROPOSAL

RFP NO. 1175 Initial Study / Mitigated Negative Declaration

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: URS Corporation dba URS Corporation Americas

Contact Person for Agreement: Richard A. Hart

Corporate Mailing Address: 2020 East First Street, Suite 400

City, State and Zip Code: Santa Ana, CA 92705

E-Mail Address: Richard.a.hart@urs.com

Phone: (714) 648-2891

Fax: (714) 667-7147

Contact Person for Proposals: Randy Paulson

Title: Marketing Manager

E-Mail Address: Randy.paulson@urs.com

Business Telephone: (714) 648-2701

Business Fax: (714) 667-7147

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
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BOARD OF DIRECTORS

<u>Diane C. Creel</u>	Independent Director	***
<u>Mickey P. Foret</u>	Independent Director	***
<u>Senator William H. First, M.D.</u>	Independent Director	***
<u>Lydia H. Kennard</u>	Independent Director	***
<u>Martin M. Koffel</u>	Chairman/CEO/Director	***
<u>Timothy R. McLevish</u>	Independent Director	***
<u>General Joseph W. Ralston, USAF(Ret.)</u>	Independent Director	***
<u>John D. Roach</u>	Independent Director	***
<u>William H. Schumann, III</u>	Independent Director	***
<u>David N. Siegel</u>	Independent Director	***
<u>Douglas W. Stotlar</u>	Independent Director	***
<u>V. Paul Unruh</u>	Independent Director	***

***You can communicate directly with any of our senior managers, the members of our Board or any Chairman of a Board Committee by writing directly to those individuals at our principal executive office (600 Montgomery Street, 26th Floor, San Francisco, CA 94111-2728).

Individuals Authorized to Sign Contracts

Richard A. Hart (Vice President), Paul Ryan (Sr. Vice President), Jeff Rice (Vice President), Gary Simon (Vice President), James Kang (Sr. Vice President), Douglas Smith (Vice President), Dennis Papiilon (Sr. Vice President), Jeff G. Chapman (Vice President), Philip Hadfield (Vice President), Keith Kajiya (Vice President), Dave Levinsohn (Vice President), Hamid Mahramzadeh (Vice President), Timothy Marshall (Vice President), Mehrdad Mehrain (Vice President), Steve Ortmann (Vice President), Christian Osterberg (Vice President), Roy H. Patterson (Vice President), Paul G. Somerville (Vice President), Hong Kie Thio (Vice President), Garry Lay (Vice President), Wolfgang Roth (Vice President)

REDACTED

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

N/A

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

City of Costa Mesa Business License Expiration Date: _____

N/A



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APPENDICES

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B. BACKGROUND AND PROJECT SUMMARY

The City of Costa Mesa, located in the southern coastal area of Orange County, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine. As a “full service city” Costa Mesa provides a wide range of services, which include land use planning and zoning, and housing and community development.

The City seeks proposals from qualified private firms to establish a contract for Initial Study / Mitigated Negative Declaration services. The term is expected to be for three (3) years with two (2) one- year options to renew.

B.1 Current Proposed Project

Trumark Homes, LLC has submitted a planning application to the City of Costa Mesa for development of a residential project. The 1.9 acre property is a nutritional testing facility developed with a 55,000-square foot building. The site is semi-rectangular with the north side at an angle created by Victoria Street and slopes upward approximately 12.6 feet from the northwest corner of the site toward the southeast end of the site. The property is located on the south side of Victoria Street approximately 900 feet east of the City’s boundary with Huntington Beach and approximately 450 feet west of Valley Road. The property is zoned AP (Administrative and Professional District) and has a General Plan land use designation of General Commercial.

Surrounding properties to the east, southwest and south are developed with multiple-family residential and single-family residential homes. The property abutting to the east at the corner of Victoria Street and Valley Road is developed with a single-story, multiple tenant shopping center. Vista Park is located to the north across Victoria Street from the subject site.

The proposed project involves a General Plan amendment to change the designation from General Commercial to High Density Residential, which allows up to 20 dwelling units/acre and a rezone of the site from AP (Administrative and Professional) to Planned Development Residential District.

The project involves the following:

- Demolition of a 55,000-square foot commercial building and grading of the site.
- Discretionary Approval of a General Plan Amendment, Rezone, Master Plan and Tentative Tract Map.
- Construction of a new 28-unit master planned community as described above. The 28- unit residential development would consist of three-story detached homes with three bedrooms, roof decks and attached two car garages. The houses would be arranged around a U-shaped private street(s) connecting to Victoria Street.

The Scope of Work includes five principal tasks as described in the Method and Scope of Work section to follow.

C. METHODOLOGY

URS' implementation plan for executing the scope of work in response to the City's objectives for this project and process is provided below:

URS will prepare an Initial Study/ Mitigated Negative Declaration (IS/MND) that will provide fact-based impact conclusions and findings for all topics in the City's CEQA Checklist, but will provide particular focus and emphasis on the following issues: aesthetics, air quality, traffic, noise, and land use compatibility impacts. The URS project manager and selected technical specialists will provide peer review of the technical studies provided by the applicant and will incorporate supportable recommendations/conclusions as required. URS will also prepare responses to comments on the environmental document and attend public hearings. Technical studies provided by the applicant will include:

- Shade/Shadow Study
- Phase I and Phase II Environmental Assessments
- Geotechnical Report
- Exterior Noise Analysis
- Hazardous Material Survey Report
- Traffic Study

URS will review and incorporating these technical studies provided by the applicant and additional studies as required to complete the environmental document, including the air quality analysis and greenhouse gas emissions, hydrology information, hydrology analysis, SB18 consultation, and related mitigation measures addressing any significant impacts.

City Role and Tasks. URS understands that 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. Specific tasks and roles for the City are assumed to include timely review of URS work products, availability to conference to resolve issues that may arise during execution of the work program, and facilitating data requests, project details or explanation of information in technical studies provided by the applicant.

Stakeholder Consultation. URS is prepared to solicit views of internal and external stakeholders as directed by the City, within the framework of the CEQA process. Typically, for an IS/MND, this involves a review at CEQA project initiation of project case file correspondence, including City staff communications, City Council or public comments received that may raise environmental issues or concerns about the project. City staff may provide clarification of such comments at this juncture and/or direct URS to consult the agency/public stakeholder for clarification. Similarly, City staff may direct URS to consult directly with those who have provided comments on the circulated Draft IS/MND for purposes of clarification in preparing responses.

Quality Assurance. The goal of URS is to produce a deliverable that offers our clients the highest quality at the lowest cost and in the shortest time possible. At URS this quality is achieved through compliance with our Quality Management System (QMS), which is at the core of our business processes. Each milestone deliverable will undergo a peer review prior to being forwarded to the City for review. The Quality Control Officer, essentially the Principal-in-Charge, for this contract will be responsible for implementing a QC program. A senior staff member will conduct an

independent review of all documents produced for a specific assignment. The formal peer reviews are focused on verification of facts and judgments presented in assignment deliverables, adherence to City guidelines and the assignment Work Plan, and maintenance of project records. This is a principal aspect of the overall QA/QC program that is implemented throughout URS and its project team.

All of our proposed personnel, including those designated as “key,” will be available to the extent proposed for the duration of the project. No person designated as “key” shall be removed or replaced without written approval from the City. URS does not propose to utilize any City-owned facilities or property in connection with its consulting services.

URS Innovative or Creative Approaches. These include the following:

- Commitment to complete technical peer reviews within 5 working days of receipt from city/applicant
- Weekly status communication to City of progress and issues for resolution; formal progress reports to accompany monthly billing
- Full recitation of applicable City Standard Conditions within each CEQA topical section prior to mitigation (to minimize need for unnecessary mitigation)
- URS Project Manager accessible to City by phone (direct line & cell) and e-mail 24/7.

A project schedule identifying tasks and deliverables to be performed pursuant to the scope of work is provided below. It is expected that some deliverables may be prepared under extremely short schedules, and will require simultaneous review and correction cycles by the City. We are prepared to accommodate requests of this type and have sufficient resources should the need arise.

Schedule. Consistent with the City’s schedule objectives, URS proposes the following timetable for this project.

Task and Deliverable Milestones – Initial Study/Mitigated Negative Declaration	Schedule (Elapsed Weeks)*
Project Initiation Meeting	1
Project Description Complete / Complete Technical Study Peer Reviews	2-3
Submit Screencheck IS/MND	4
Submit Proofcheck Draft IS/MND	6
Notice & Circulate Draft IS/MND (30 day review)	7
Submit Responses to Comments	12
Planning Commission Hearing	TBD
City Council Hearing	TBD

* Weeks following authorization to proceed; add two weeks if a 2nd Screencheck IS/MND is required.

C.1 Scope of Work

Task 1: Project Initiation

The URS project manager will attend a kickoff meeting with the applicant's project team and the City. The purpose of the meetings is to discuss project plans, identify data requirements, and coordinate activities, and to ensure that the deliverable schedule is consistent with the overall project timeline. As part of this task, URS will perform a project site reconnaissance to review site conditions vis-à-vis project plans. URS will also review technical studies provided by the City/Applicant as received, and will provide prompt feedback as to their adequacy for use in the IS/MND.

Deliverable: Kick-off meeting

Task 2: Project Description

URS will prepare a complete Project Description for City/Applicant review and approval that clearly describes and illustrates the proposed development activity, any requested deviations from standards, required discretionary approvals, and any other pertinent information.

Deliverable: Project Description

Task 3: Prepare 1st and 2nd Screencheck IS/MND

URS will then prepare a complete CEQA Screencheck Draft IS/MND for City review. The IS/MND format will include separate sections for discussion of each Environmental Checklist impact category, and will be adequately supported by exhibits (including color GIS mapping as appropriate). City Standard Conditions of Approval will be identified and considered in the environmental evaluation. Analysis and substantiating documentation will be provided to support all checklist responses and conclusions.

Particular focus will be given to the following issues:

- **Aesthetics** – Change in visual character and quality of the site and vicinity; shade/shadows
- **Traffic/Mobility** – Traffic generation, vehicular, pedestrian and bike access/safety and circulation
- **Noise** – Exterior noise sources and levels, project impact and design mitigation
- **Air Quality** – Quantified project construction and operational emissions, proximity of sensitive receptors, consistency with local and regional air quality and greenhouse gas plans
- **Hazardous Materials** – Summary of Phase I/Phase II ESAs and hazardous materials survey, conformance with local, state and federal regulations, and mitigation as necessary.
- **Hydrology and Water Quality** – Site drainage and conformance with water quality standards and waste discharge requirements
- **Land Use Compatibility** – Consistency with applicable local and regional plans; project setbacks and interface with surrounding uses.

Information from the appended technical studies will be summarized in the checklist responses. If necessary based on the extent of staff comments, a second screencheck IS/MND submittal may be needed. URS will prepare all required CEQA forms including Notice of Intent, Initial Study, and Notice of Determination. URS will finalize and distribute the IS/MND by certified mail to all responsible, trustee, and interested agencies, community groups, and individuals, pursuant to the City of Costa Mesa's approved notification and distribution list(s).

Deliverable: Screencheck IS/MND, Notice of Intent, Distribution List (including Notice to designated Native American tribal representative(s))

Task 4: Prepare Proofcheck Draft IS/MND

Following City and Applicant review and comment on the Screencheck Draft IS/MND, URS will make revisions as directed by the City and resubmit the document for City review. It is URS's intent that this submittal will satisfactorily address all City staff comments on the Screencheck Draft and thus will serve as the Proofcheck Draft IS/MND for final approval prior to printing and distribution.

Deliverable: Proofcheck IS/MND

Task 5: Circulation of Draft IS/MND

URS will prepare and distribute copies of the Draft IS/Proposed MND to the City, State Clearinghouse (SCH), local agencies/districts and surrounding jurisdictions, and local community groups pursuant to the notification and distribution list prepared by URS and approved by the City. Unless otherwise specified by the City, the Appendices to the Draft IS/MND will be provided on CD with the document. The distribution will be made by certified mail and will include the Notice of Completion to the SCH and/or County Clerk, and the local Notice of Availability, both notices prepared by URS.

Deliverable: Draft IS/MND and CEQA Notices

Task 6: Responses to Public Comments on the Draft Initial Study/Mitigated Negative Declaration

Pursuant to City of Costa Mesa policy, URS will provide responses to all public and agency comments that raise environmental issues associated with the proposed project and the Draft IS/Proposed MND. The responses will be substantive and thorough, and will be provided in a separate Response to Comments (RTC) document. Following the City's review, URS will finalize and mail the RTC document to public agencies that provided comments on the Draft IS/Proposed MND. If desired by the City, URS will review the City's draft Mitigation Monitoring and Reporting Program for accuracy and completeness prior to approval.

Deliverable: Responses to comments, hard copies and/or PDF version as required

Task 7: Meeting Attendance as Needed

URS will attend the project initiation meeting (1), and has included an allowance for an additional progress/coordination meeting (1) with City staff if needed during the course of the IS/MND process. In addition, URS will attend the Planning Commission public meetings (2) and a City Council public hearing (1) to respond to questions and represent the findings of the IS/MND.

Following hearings as an additional service if desired by City staff, URS will draft the Notice of Determination for filing with the County Clerk.

D. STAFFING

Brief resumes of key URS staff are provided below. Resumes of additional technical staff assigned to this project are included with the Appendices. In the tables that follow, those specifically designated for the Trumark Homes LLC project are identified by asterisk (*).

Thomas F. Holm, A.I.C.P.

Project Manager

Overview

Mr. Holm offers 30 years diverse management, planning and environmental experience on a variety of environmental, natural resource, and regulatory compliance projects. He has been actively involved in broad-based NEPA and CEQA-related projects throughout Southern and Central California including transportation corridors and highways, major public works and infrastructure, general plans, large master-planned communities, water resources, and coastal projects.

Project Specific Experience

Project Manager, Placentia & 20th Avenue Live/Work Project, Costa Mesa, CA, City of Costa Mesa, 2013-2014: Supervised preparation of a Mitigated Negative Declaration for this 36-unit live/work lofts project on an industrial site within the Mesa West Bluffs Urban Plan area. Significant issues included soil/groundwater contamination, site access and safety, noise, land use compatibility and setbacks.

Project Manager, South Coast Home Furnishing Center, Costa Mesa, CA: Prepared an Initial Study/Mitigated Negative Declaration for this 300,000 sq. ft. retail destination home and office center at Hyland Avenue adjacent I-405. Issues included traffic circulation, air quality, noise and aesthetics/views.

Project Manager, CarMax Auto Center, Costa Mesa, CA: Prepared an Initial Study/Mitigated Declaration for this auto sales super store adjacent I-405 at Harbor Boulevard and Gisler Avenue. Issues for resolution in the MND included traffic circulation and parking, air quality, noise, hazardous materials, aesthetics, and neighborhood impacts.

Project Director, South Coast Plaza Town Center SEIR, Costa Mesa, CA, City of Costa Mesa: Supervised preparation of the subsequent EIR for 2.8 million square feet of office, retail, and cultural uses on this 54-acre town center. Applicants sought amendments to the General Plan and North Costa Mesa Specific Plan and other related actions to allow for the development of three office buildings (21-, 11-, and 10-story); a 140-seat expansion to the South Coast Repertory Theater; a 2,500-seat symphony hall; a 140,000 square foot art museum/academy; and two new parking structures.

Project Manager, Harbor Boulevard Smart Street EIR/EA, Orange County, CA, City of Garden Grove/County of Orange: Compiled a project feasibility report and managed preparation of a Draft Environmental Impact Report/Environmental Assessment for improvements to seven miles of urban arterial roadway, including the SR-22 interchange. The Smart Street concept sought to improve roadway capacity and smooth traffic flow through measures such as traffic signal coordination, but turnouts, parking restrictions,

Areas of Expertise

Environmental
Natural Resource
Regulatory Compliance

Years of Experience

With URS: < 1 Year
With Other Firms: 36 Years

Education

MA/Urban and Regional Planning/
1976/University of California, Los Angeles
BA/Political Science/1973/University of California, Irvine

Registration/Certification

1983/AICP/CA



Thomas F. Holm, A.I.C.P.

intersection improvements, and additional travel lanes. The project involved an extensive public participation and interagency coordination program with the cities of Fullerton, Anaheim, Garden Grove, Santa Ana, and Costa Mesa.

Project Director, Eastern Transportation Corridor Route Location Study EIR/S, County of Orange, CA: Served as Project Director for the Eastern Transportation Corridor Route Location Study Master Environmental Baseline and EIR in Orange County. Supervised baseline studies within a 23-square mile area and EIR preparation for this new state route linking SR91 with I-5. The EIR and technical studies were prepared to support a Tier 1 EIS for subsequent NEPA clearance. An extensive public participation and technical advisory program were key elements of this study.

Project Manager, Park View at Town and Country Manor, Santa Ana, CA, City of Santa Ana: Managed an EIR for an 11-story high rise with subterranean parking to support 174 independent living units and an aquatics/fitness center. A regulated residential care facility for the elderly, the 8.3-acre site is located near Santa Ana's downtown business district east of Main Place and across from Santiago Park. Following distribution of the original Draft EIR, the project was reduced to 8 stories, subject to an architectural redesign and an updated traffic study with the Final EIR. A zone change to a Specific Development zoning designation and a General Plan Amendment to the District Center land use designation was required.

Project Director, Metropolis EIR, Irvine, CA, City of Irvine: Supervised preparation of a project EIR and subsequent Addendum to the Irvine Business Complex Vision Plan and Mixed Use Overlay Zoning Code Program EIR for this proposed 7.4-acre mid-rise residential project with ground floor commercial/retail within the Irvine Business Complex. The project includes 457 high-density residences with 89 density bonus units for very low-income households in an area originally containing high-rise offices as well as manufacturing and support businesses. Significant issues included traffic, hazardous materials and air quality/health risk. Approvals included a Conditional Use Permit for Transfer of Development Rights (TDR), Tentative Tract Map, and Park Plan.

Project Manager, Andalucia Mission Viejo, Mission Viejo, CA: Supervised preparation of an expanded Initial Study/Mitigated Negative Declaration for 256 apartment units adjacent Oso Parkway and Mission Viejo Country Club. The environmental document tiered from a prior GPA/ZC MND on multiple potential affordable housing sites in the City by addressing development at this site at the project-level of environmental review. Units were proposed in 4-story buildings, including a density bonus.

Jennifer Ziv

CEQA

Areas of Expertise

Project Management
CEQA/NEPA documentation
Clean Water Act Compliance
NPDES Storm Water Permitting
Watershed Planning

Years of Experience

With URS: 16 Years
With Other Firms: 8 Years

Education

MS/Water Resource Management/
1992/University of Wisconsin,
Madison
BA/Environmental Science/1986/
University of California, Berkeley

Overview

Ms. Ziv is a Senior Environmental Planner with over 24 years of experience in environmental consulting, specializing in planning, environmental impact analysis and California Environmental Quality Act (CEQA) documentation for private and public sector clients. She also has experience in Clean Water Act Section 404 and 401 compliance and NPDES stormwater permit compliance. Ms. Ziv is a URS-certified Project Manager.

Project Specific Experience

Project Manager, On-Call Environmental Services Irvine, CA, Orange County Great Park, (OCGP): Providing environmental and planning support services to the OCGP staff on regulatory permitting, environmental remediation reviews, and compliance issues including third party CEQA reviews; EIR mitigation monitoring and regulatory permit compliance tracking, and technical support related to OCGP's Clean Water Act Section 404 permits, 401 water quality certifications, and California Fish and Game Code Section 1600 streambed alteration agreements and Habitat Mitigation Monitoring Plan for the Agua Chionon Creek Corridor.

Project Manager, Third Party Review for EIR Irvine GPA/ZC for PA17 and 33, Irvine, CA, City of Irvine Community Planning Department: Provided third party review of the EIR for the Irvine Company's proposed 1,660,000 square foot office campus development project requiring a density transfer from PA 33 to PA 17 in the City of Irvine. Major issues include traffic and access, air quality, views/aesthetics.

Project Manager, Sexlinger Farmhouse and Orchard Residential Development, Santa Ana, CA, City of Santa Ana Planning Department: URS prepared a focused EIR for a proposed single-family residential subdivision located on a property with historically significant cultural resources in Santa Ana. URS worked with the City to analyze a range of project alternatives to help address community concerns over preservation of the historic resources. For the Final EIR, URS worked with the City to prepare and respond with concise and accurate responses to public comments utilizing URS' in-house experts on Cultural Resources. A historical preservation alternative that reduced significant impacts was adopted by the City Council, and the Final EIR was certified in March 2014.

Project Manager, Mitigated Negative Declaration (MND) Rose and Lang Wells Water Treatment Facilities Upgrade, Orange County, CA, Trabuco Canyon Water District: Managed preparation of the CEQA MND for water treatment facility upgrades for two District-owned groundwater wells. Additional treatment was required by Calif. Dept. of Public Health (DPH) to meet requirements of EPA's Surface Water Treatment Rule.



Jennifer Ziv

Environmental analysis focused on biological resources of adjacent Trabuco Creek, visual effects to surrounding land uses, and construction traffic and noise impacts. The MND met all DPH requirements, including NEPA-like analysis for federal issues, which helped the District secure loans to construct the project.

Manager/Planning Support, Wildlife Corridor Design Concept Update, Irvine CA, Orange County Great Park: Working collaborative with URS Senior Biologist, prepared the Wildlife Corridor Design Concept Update that refined earlier versions of wildlife corridor plans, taking into account new land uses and updated hydrologic data. Participated in agency coordination meetings to gather agency feedback and concurrence. The Design Concept Update was used as the basis of the Final Irvine Wildlife Corridor Plan prepared by Five Point Communities consultants and included in the Final SSEIR for the Heritage Fields Development.

Project Manager, MND for Drainage Area Management Plan (DAMP), (Orange County), CA, County of Orange Planning Development Services: Responsible for County of Orange, Planning Development Services Department to prepare a Negative Declaration on the County's 2003 DAMP in accordance with CEQA.

Assistant Project Manager, Wetlands Water Supply Project EIR, (Orange County), CA, Irvine Ranch Water District: Managed preparation of Wetlands Water Supply Project EIR. Project involved the use of a wetland pond system for the advanced treatment of 5 million gallons per day of reclaimed water from IRWD's Michelson Water Reclamation Plant. Under an NPDES permit, the treated wastewater would be discharged to San Diego Creek after final nitrogen removal in the ponds. Major environmental issues included water quality and biological resource protection of San Diego Creek and Newport Bay.

Project Manager, San Diego Creek Watershed Special Area Management Plan (SAMP) Programmatic EIS/EIR, (Orange County), CA, U.S. Army Corps of Engineers - Los Angeles District Regulatory Division: Under the direction of the Corps of Engineers and Calif. Dept. of Fish and Wildlife for preparation of the Programmatic EIR/EIS for the San Diego Creek Watershed SAMP and Water Streambed Alteration Agreement (WSAA) Process. The SAMP/WSAA is watershed-specific permit program for regulated discharges into Waters of the US and State under Clean Water Act Section 404 and California Department of Fish and Game Code Section 1600 et seq. The SAMP also includes a Strategic Mitigation Plan and Mitigation Coordination Program that will comprehensively help restore and improve ecosystem integrity in the watershed overall. Participating applicants included The Irvine Company, County of Orange, City of Irvine and Irvine Ranch Water District.

Glenn Charles DeBerg Jr.

CEQA

Areas of Expertise

Environmental Planning
Section 4(f) 6(f) Compliance
CEQA Compliance
NEPA Compliance
Transportation Planning
Land Use Planning
Environmental Science
Map Presentation & Design

Years of Experience

With URS: 8 Years
With Other Firms: 0 Years

Education

BA/Geography/2006/Cal State
University, Long Beach.
AA/2003/Cerritos College, California

Overview

Mr. DeBerg has eight years of experience writing CEQA and NEPA compliant documents including Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Section 4(f) 6(f) Evaluations, Environmental Assessments (EAs), Initial Studies (ISs), Preliminary Environmental Analysis Reports (PEARs), and Environmental Revalidations. His experience at URS has included such responsibilities as assisting in project research, environmental document preparation (i.e., EIRs, EAs, IS, etc.), project coordination, task leadership, environmental compliance management, and environmental field studies, such as biological surveys (watershed and vegetation), storm water quality monitoring, and noise/vibration studies.

Project Specific Experience

PEAR Environmental Lead, SR-57 Northbound PSR-PDS PEAR Orangewood Avenue to Katella Avenue, Orange County, CA, Orange County Transportation Authority (OCTA), 2013:

The scope of this project includes operational improvements for the existing northbound SR-57 between Orangewood Avenue and Katella Avenue, which are designed to reduce congestion and improve mobility in and around the project area. Environmental documents prepared for the project include a Preliminary Environmental Analysis Report (PEAR).

Environmental Planner/Deputy Environmental Project Manager, Santa Ana and Garden Grove Fixed Guideway, Santa Ana/Garden Grove, CA, City of Santa Ana, 2011-2012:

Responsible for Technical Reports prepared for the project. Responsible for the preparation of Parks, Recreation, and Open Space section of the EIR, as well as the Section 4(f) analysis, and the Community Impacts Assessment. Also provided assistance with various other sections of the environmental document. The cities of Santa Ana and Garden Grove are considering a fixed guideway project that would provide high frequency transit service between the Santa Ana Regional Transportation Center (SARTC) and a new multi-modal transportation center in the city of Garden Grove. A "fixed guideway" refers to any transit service that uses exclusive or controlled rights-of-way or rails. The proposed project will travel along a major east-west corridor through central Orange County, providing access to Santa Ana's downtown area and the Santa Ana Civic Center where city, county, state and federal government offices and courthouses are located.

Urban/Environmental Planner, Union Station High Speed Train (HST), (Palmdale to Los Angeles), CA, California High-Speed Rail Authority, 2010, \$13M: Task lead for the preparation of the Section 4(f) 6(f) Evaluation. Assisted task leads with the preparation and subsequent updates of the Local Growth, Station



Glenn Charles DeBerg Jr.

Planning, and Land Use; Socioeconomics, Communities, and Environmental Justice; Parklands, Recreation, and Open Space, and Agricultural Lands sections of the EIR/EIS. Also assisted with the preparation of the Relocation Impact Report for the Project. During earlier stages of the project, assisted with preparation of Scoping Report, Phase II Work Plan, and reports for the Palmdale to LAUS section. Also provided assistance with document control for the project. The California High Speed Rail Authority (CaHSRA) and the Federal Rail Administration (FRA) are proposing to construct, operate, and maintain, a 700-miles long High Speed Train system that would travel from San Diego to San Francisco and Sacramento.

CEQA/NEPA Lead, I-15/Murrieta Hot Springs Road

Interchange, Murrieta, CA, City of Murrieta: The scope of this project includes interchange reconfiguration. Environmental studies for the project include Caltrans Archeological Survey Report, Natural Environment Study, MSHCP Consistency Determination, Stormwater Data Report, Air Quality Conformity Analysis, Growth Inducement and Noise Studies.

CEQA/NEPA Revalidation Lead, I-215/Newport Road

Interchange, Riverside, CA, Riverside County: This project includes interchange improvements at Newport Road in the City of Menifee. Environmental studies include preparation of a CEQA/NEPA document and associated technical studies. A CEQA/NEPA revalidation has recently been completed for this project to aid approval of the final design concept for the interchange.

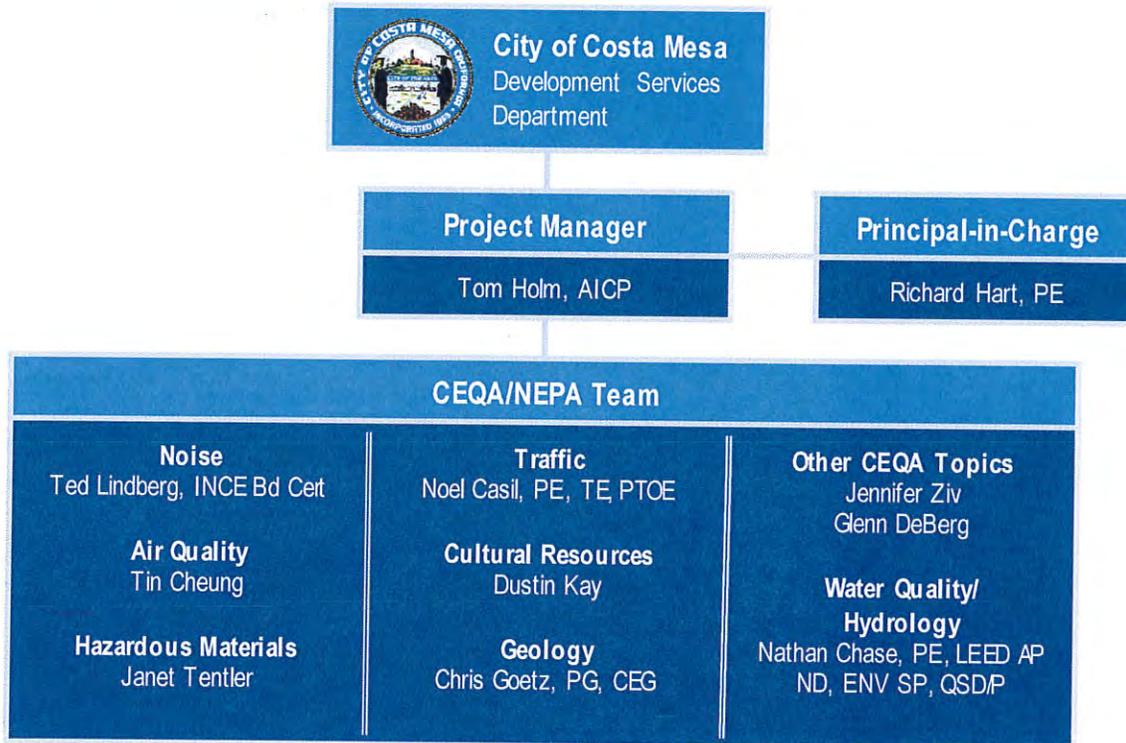
Project Environmental Planner, I-15/Clinton Keith Road

Interchange Improvement, Riverside, CA, Riverside County Transportation Department (RCTD), 2008, \$2.1M: Assisted with the preparation of an Initial Study/Mitigated Negative Declaration for the RCTD. The project involved the reconstruction of the I-15/Clinton Keith Road interchange ramps and widening of Clinton Keith Road.

Project Coordinator, Etiwanda Avenue-Mission Boulevard/Van Buren Boulevard Pavement Rehabilitation, Riverside, CA, Riverside County Transportation Department, 2009:

Coordinated with several technical specialists in the preparation of environmental documentation (Natural Environment Study/Minimal Impacts & Hazardous Waste Initial Site Assessment (ISA) Checklist), as well as mapping for the project. Task lead for completion of the Preliminary Environmental Study (PES) Form. The Riverside County Transportation Department (County), is proposing to improve the roadway intersection at Etiwanda Avenue, Mission Boulevard, and Van Buren Boulevard, located in an unincorporated area known as Mira Loma in Riverside County. Due to the high volume of heavy truck traffic coupled with stopping and turning movements, the existing asphalt concrete (AC) pavement at the intersection and approaching lanes have failed. The purpose of the proposed project is to provide a safe and durable road surface with decreased maintenance and increased longevity.

D.1 Organization Chart



D.2 Trumark Homes LLC Residential Project Team

URS Team Members	Degree	Years of Exp.	Key Areas of Expertise	Major Project Experience
<p>Thomas Holm, AICP* <i>Project Manager</i></p>	<p>MA, Urban & Regional Planning</p> <p>BA, Political Science</p>	36	<ul style="list-style-type: none"> Planned Community Program EIRs and Tiering Mixed-Use Developments, Transportation & Water Facilities CEQA Findings & Peer Review 	<ul style="list-style-type: none"> Eastern Transportation Corridor The Preserve Master Plan, Chino So. Coast Town Center SEIR, Costa Mesa IBC EIRs, MND, & Addendums, Irvine
<p>Jennifer Ziv* <i>QA/Internal Tech Review</i></p>	<p>BA, Environmental Science</p>	24	<ul style="list-style-type: none"> CEQA/NEPA Compliance Water Resources Regulatory Permitting 	<ul style="list-style-type: none"> Orange County Great Park Envir. & Tech Support Watershed SAMP/DAMP Program EIR/S –Orange & Riverside Cos. Sexlinger Residential EIR



URS Team Members	Degree	Years of Exp.	Key Areas of Expertise	Major Project Experience
Ted Lindberg, INCE Bd Cert* <i>Noise</i>	BA, Mathematics	24	<ul style="list-style-type: none"> ■ Transportation (Road, Rail, Air) Noise Studies ■ Architectural / Building Acoustics ■ Environmental Noise Studies 	<ul style="list-style-type: none"> ■ Noise and Vibration Studies for High Speed Train, (Kern County), CA, California High Speed Rail Authority
Tin Cheung* <i>Air Quality</i>	BA, Environmental Studies	21	<ul style="list-style-type: none"> ■ Air Quality for NEPA/CEQA ■ Health Risk Assessment ■ Emission Inventories ■ Climate Change Studies ■ Air Pollutant Dispersion Modeling 	<ul style="list-style-type: none"> ■ Bristol and 17th Street Intersection Widening ■ Localized Air Quality Study, BNSF/UPRR Mojave Subdivision Tehachapi Rail Improvement
Janet Tentler* <i>Hazardous Materials</i>	BA, Environmental Studies	25	<ul style="list-style-type: none"> ■ Environmental Site Assessment ■ Remediation ■ Environmental Compliance 	<ul style="list-style-type: none"> ■ Base Realignment at El Toro Marine Corps Air Station, Santa Ana ■ Various projects, Southern California, CA, ■ Caltrans
Chris Goetz, PG, CEG* <i>Geology</i>	MS, Geology	25	<ul style="list-style-type: none"> ■ Engineering Geology ■ Geologic Hazards 	<ul style="list-style-type: none"> ■ Damage Assessments, Eligibility Determinations and Mitigation Recommendations for Public Assistance, (Southern California), CA ■ San Joaquin Hills Reservoir Landslide, Newport Beach, CA
Noel Casil, PE, TE, PTOE* <i>Traffic</i>	BS, Civil Engineering	32	<ul style="list-style-type: none"> ■ Traffic Engineering, ■ Transportation Planning, ■ ITS Planning 	<ul style="list-style-type: none"> ■ Bristol Street Specific Plan EIR ■ Bristol Street Phase 2 and 4 Widening EIR ■ City of Irvine Third Party CEQA review, EIR Traffic Section
Nathan Chase, PE, LEED AP, ND, ENVSP, QSD/P* <i>Water Quality/ Hydrology</i>	MS, Civil and Environmental Engineering BS, Civil Engineering BS, Environmental Geology	7	<ul style="list-style-type: none"> ■ Drainage Design ■ Environmental Engineering and Permitting ■ Hydrologic and Hydraulic Analysis ■ Total Water Management Planning ■ Water/Wastewater Treatment 	<ul style="list-style-type: none"> ■ Orange Park Acres Well No. 1 Wellhead Facilities, Orange, CA, Irvine Ranch Water District ■ Trampas Lake Reservoir and Dam ■ Riverside Regional Water Quality Control Plant Influent Flow Metering



URS Team Members	Degree	Years of Exp.	Key Areas of Expertise	Major Project Experience
Glenn DeBerg* <i>CEQA/NEPA Documentation Support</i>	BA, Geography	8	<ul style="list-style-type: none"> ■ CEQA/NEPA Documentation ■ Transportation—Rail & Highways ■ Urban Infill/Mixed Use Projects 	<ul style="list-style-type: none"> ■ Santa Ana/Garden Grove Fixed Guideway EIR ■ Northwest Area SP PEIR, Huntington Park ■ CA High Speed Train EIR/S
Dustin Kay* <i>Cultural Resources</i>	BS, Anthropology	23	<ul style="list-style-type: none"> ■ Archaeology ■ Cultural Resource Management ■ Prehistoric/Historic Cultural Resources Assessment 	<ul style="list-style-type: none"> ■ Field Director, Solar Energy - Prehistoric/Historic Cultural Resources Assessment, Riverside County ■ Field Archaeologist, Cultural Resources Construction Monitoring Treatment Plan SR-22

D.3 Additional URS Staff Resources

URS Team Members	Degree	Years of Exp.	Key Areas of Expertise	Major Project Experience
Ronald Gregg <i>Haz Mat/ Remediation</i>	MS, Environ. Science BS, Biology	30	<ul style="list-style-type: none"> ■ CEQA/NEPA Program Management ■ Renewable Energy ■ Brownfields/Remediation ■ Regulatory Permitting 	<ul style="list-style-type: none"> ■ Carson Marketplace Brownfield & Landfill Remediation ■ Solar Projects LA & Imperial Co -CEQA/NEPA/Permitting ■ Advanced Environ Technology, EA & Permitting, Dana Point
Jean Settle <i>Transportation - NEPA Project Manager</i>	BA, Environmental Analysis	18	<ul style="list-style-type: none"> ■ Environmental Compliance ■ Caltrans Coordination ■ NEPA/404 MOU 	<ul style="list-style-type: none"> ■ I-15 Corridor Improvement ■ SR-91 Widening IS/EA ■ SR-133 Widening
Kevin Cunningham <i>CEQA Documentation Support</i>	BS, Urban and Regional Planning	6	<ul style="list-style-type: none"> ■ CEQA ■ Environmental Analysis of CEQA various topics ■ Transportation Planning ■ GIS ■ Fugitive Dust Monitoring 	<ul style="list-style-type: none"> ■ Mojave Subdivision Tehachapi Pass Double Track, Kern County ■ North Norco Channel Preliminary Environmental Assessment Report
Gregory Hoisington <i>Biological Resources/ Reg. Permitting</i>	MS, Biology	10	<ul style="list-style-type: none"> ■ Aquatic Resource Delineation and Permitting ■ Biological Resource Studies ■ Environmental Documentation 	<ul style="list-style-type: none"> ■ Orange County Great Park Project, Irvine, CA, City of Irvine ■ Rose Canyon 8-inch Transmission Line Creek Crossing, Orange County, CA, Trabuco Canyon Water District



URS Team Members	Degree	Years of Exp.	Key Areas of Expertise	Major Project Experience
Jeremy Hollins <i>Architectural Historic Resources, Cultural Resources</i>	MA, Public History	10	<ul style="list-style-type: none"> ■ Vernacular Architecture ■ 19th – 20th Century California Architecture ■ Historic Preservation Treatments and Law 	<ul style="list-style-type: none"> ■ Bristol Street Widening Project, Phases 3 & 4, City of Santa Ana ■ Sexlinger Farmhouse and Orchard Residential Development, City of Santa Ana ■ HAER Level II Documentation Schuyler Heim Bridge, Port of Los Angeles - Long Beach, CA

URS staff estimated hours on the Trumark Homes LLC project are provided below.

URS Assigned Staff	Project Role	Hours
Thomas Holm	Project Manager	48
Jennifer Ziv	QA/Internal Technical Review	12
Glenn DeBerg	Environmental Planner	140
Dustin Kay	SB18 Consultation	12
Tin Cheung	Air Quality/GHG/HRA	40
Nathan Chase	Hydrology/Water Quality	40
Noel Casil	Traffic/Mobility-Peer Review	10
Ted Lindberg	Noise/Vibration-Peer Review	10
Chris Goetz	Geology-Peer Review	8
Janet Tentler	Hazards/Site Assessment Peer Review	12
GIS/Graphics Specialist	Graphics/Simulations	18

E. QUALIFICATIONS

URS is a fully integrated planning, engineering, construction and technical services organization with the capabilities to support every stage of the project life cycle. The firm offers a full range of program management; planning, design, and engineering; environmental services; systems engineering and technical assistance; construction and construction management; operations and maintenance; and decommissioning and closure services. Although we are a nationally recognized firm with more than 57,000

URS Environmental Service Capabilities

- ✓ CEQA/NEPA Compliance and Documentation
- ✓ Environmental Impact Analysis
- ✓ Technical Studies
- ✓ Third Party Reviews of Technical Studies and CEQA/NEPA Documents
- ✓ Lead Public Meetings
- ✓ Public Outreach
- ✓ Quality Control

employees in a network of offices in nearly 50 countries, we operate as a local Orange County firm, providing services for local clients with a local understanding and a national perspective.

URS planners are knowledgeable of the City's codes and processes as well as California Planning, Zoning, Development Laws, the Subdivision Map Act, CEQA, key federal codes such as NEPA, the Clean Water Act, the Clean Air Act, Endangered Species Act, and RCRA/CERCLA regulations that may be applicable in a wide range of development planning, permitting and regulatory compliance projects. We have worked for many private- and public-sector clients at the local, state, and federal level. Additionally, we have staff that has provided similar CEQA/NEPA or environmental technical support for several municipalities in Southern California, including the Cities of Santa Ana, Irvine, Tustin, Lake Forest, Riverside, Pomona, Perris, and San Jacinto as well as several counties.

Additionally, every member of the URS team has experience working on on-call contracts where projects may range from a large, multi-disciplinary effort to smaller, more focused technical studies. In either case, we are prepared to support the City with needs as they arise.

1. City of Santa Ana Planning and Building Agency On-Call Environmental Services

Completion Date: 2008-2014

Under an on-call contract with the City of Santa Ana's Building and Planning Agency, URS provided environmental services for land development and infrastructure projects. The breadth of services and studies performed included preparation of CEQA and NEPA documentation and the array of supporting technical studies. This included, but was not limited to, air quality and noise studies; biological resources assessments and regulatory permitting; cultural resources studies; Environmental Site Assessments for hazardous materials and waste; water quality/hydrology; traffic studies; community impact assessment; and visual/aesthetic analyses.

Three of the URS projects under this on-call contract with the City are summarized below.

Bristol Street Corridor Specific Plan Amendment and EIR Addendum

Completion Date: 2010-2013

URS was selected by the City of Santa Ana to provide Planning and Environmental services for the Bristol Street Corridor Specific Plan Amendment, which included preparation of amendments to the original Specific Plan document and City General Plan to allow the re-designation of land currently zoned for park and open space uses to a commercial designation more consistent with the City's goals for this important arterial corridor. The project included preparation of technical studies and an EIR addendum for compliance with CEQA. The Bristol Street Corridor Specific Plan Amendment provides the framework for future redevelopment of a 3.9-mile section of the Bristol Street Corridor in the central portion of the City of Santa Ana. The plan, which has been developed in accordance with existing environmental conditions, City planning policies, and input from City staff and decision-makers, provides a comprehensive land use program and urban design guide for the area along with goals and policies to guide the future public and private actions relating to the area's redevelopment. In addition, the plan includes a strategy for its implementation and mechanisms to ensure that



development proposed by area landowners will be coordinated and occur in an orderly, planned manner.

Sexlinger Residential Project EIR

Completion Date: 2011-2014

URS prepared a Focused EIR for a proposed single-family residential subdivision along Santa Clara Avenue. This project was located on a property that included historically significant cultural resources including a farmhouse and orchard. URS worked with the City planning staff to analyze a range of project alternatives to help address community concerns over preservation of the historic resources as well as traffic access through the adjacent residential neighborhood. For the Final EIR, URS worked with the City to prepare and respond with concise and accurate responses to public comments utilizing URS' in-house experts on cultural resources and architectural history. A historical preservation alternative that reduced significant impacts was adopted by the City Council, and the Final EIR was certified in March 2014.

Harbor Boulevard Medical and Retail Center MND

Completion Date: 2011

URS provided CEQA documentation and technical studies services for a proposed retail/medical office development in the City of Santa Ana. URS' noise and vibration experts closely coordinated project design refinements regarding construction-related methods (e.g., drilling of piles for foundation construction) as part of the CEQA documentation to avoid potentially significant impacts to nearby residents. This, in turn, allowed us to expedite the processing of the CEQA approval process.

2. Trabuco Canyon Water District Rose and Lang Wells Treatment Facility MND

Completion Date: 2009-2011

URS prepared a MND that evaluated the construction and operation of a new groundwater treatment facility at a 3-acre site along Trabuco Creek, adjacent to Trabuco Canyon Water District's Rose and Lang Well Pumphouses. The MND examined effects to Trabuco Creek hydrology and biological resources as well as construction noise and traffic along Live Oak Canyon Road. The District successfully secured funding through the state revolving fund and the project was approved for construction in 2011.

3. County of Riverside Economic Development Agency (EDA) On-Call Environmental Services

Completion Date: Ongoing

Through our existing on-call contract, URS regularly assists the County of Riverside Economic Development Agency (EDA) with CEQA compliance and environmental site assessments for a myriad of projects. Typical services include CEQA analysis and related technical studies and Phase I and Phase II environmental site assessments. Under our existing contract with EDA, URS has prepared numerous CEQA Initial Studies, Mitigated Negative Declarations (MND) and Negative Declarations (ND).

We have provided EDA with comprehensive services from preparing required technical studies to preparing the Mitigation Monitoring and Reporting Program (MMRP), concluding with the Notice

of Determination (NOD) and the CEQA Administrative Record (upon project approval). Since 2004, URS has prepared multiple CEQA documents and Environmental Site Assessments for Riverside County EDA. Our CEQA environmental work includes:

- Moose Lodge Demolition and Acquisition, ND
- Rubidoux Area II Street Improvements, ND
- Old Jail Demolition and Site Restoration, MND
- Mead Valley Community Center Demolition and Rebuild, MND
- North Shore Remediation, MND
- Highgrove Gas Station Demolition and Remediation, MND
- Perris Valley Aquatic Center, MND
- Smith Creek Slope Armor, MND
- Van Horn Youth Treatment and Education Center, MND

4. City of Irvine/Orange County Great Park (OCGP) On-Call Environmental Consulting Services

Completion Date: Ongoing

URS staff have provided a multitude of planning, environmental, regulatory, and engineering services to support the development of the OCGP under an existing on-call environmental services contract.

The planning/environmental services include:

- Third party review of CEQA documents;
- Preparation of a comprehensive Environmental Strategic Plan;
- Construction compliance tracking and management for EIR mitigation measures and resource agency permit compliance;
- Biological resources monitoring and special status species surveys,
- Paleontological and cultural resources monitoring;



URS staff have also provided on-going support to the City's Community Development Department through an ongoing Environmental/Technical Consulting Services contract. Work has included assisting staff in reviewing permit application documents submitted by OCGP and Heritage Fields staff and consultants; identifying and documenting potential environmental issues that would affect the City's efforts to meet its goals for the base clean-up and conversion to the Great Park and Heritage Fields project; and assisting the City to ensure appropriate mitigation measures are identified and communicated during the permitting process.

E.1 References

URS values client satisfaction. The following references for the preceding URS projects and on-call services contracts can attest to the ability of our proposed team to deliver quality projects to the City.



Name, Title:	Mike Ellzey, Assistant City Manager
Name of Company/Client:	City of Irvine/Orange County Great Park
Address:	P.O. Box 19575, Irvine, CA 92623
Phone/Email:	(949) 724-7340, mellzey@cityofirvine.org
Project Name:	City of Irvine/Orange County Great Park & Environmental Technical Services
Project Start/ End Dates:	Ongoing
Project Description:	(See Project 4 above)
Name, Title:	Hector Ruiz, General Manager
Name of Company/Client:	Trabuco Canyon Water District
Address:	32003 Dove Canyon Drive, Trabuco Canyon, CA 92679
Phone/Email:	(949) 858-0277, hruiz@tcwd.ca.gov
Project Name:	Rose and Lang Wells Treatment Facility MND
Project Start/ End Dates:	2009-2011
Project Description:	(See Project 2 above)
Name, Title:	Vince Fregoso, Principal Planner
Name of Company/Client:	City of Santa Ana, Planning and Building Agency (M-20)
Address:	P.O. Box 1988, Santa Ana, CA 92702
Phone/Email:	(714) 744-7220, vfregoso@santa-ana.org
Project Name:	On-Call Environmental Services (multiple projects)
Project Start/ End Dates:	2008-2014
Project Description:	(See Project 1 above)
Name, Title:	John Alfred, Supervising Facilities Manager
Name of Company/Client:	Riverside County Economic Development Agency
Address:	3404 10 th Street, Suite 500 Riverside, CA 92501
Phone/Email:	(951) 955-4844, jalfred@rivcoeda.org
Project Name:	On-Call Environmental Services (multiple projects)
Project Start/ End Dates:	Ongoing
Project Description:	(See Project 3 above)

In addition to these URS references, the City may contact the following client references for Tom Holm, AICP, URS assigned Project Manager.

Bill Rodrigues, Senior Planner
 City of Irvine
 (949) 724-6359
brodrigues@ci.irvine.ca.us

Elaine Lister, Community Development Director
 City of Mission Viejo
 (949) 470-3053
elister@cityofmissionviejo.org

F. FINANCIAL CAPACITY

URS is one of the largest and most diverse engineering, construction, and technical services companies in North America. In 2013, we generated \$11 billion in revenues and more than \$600 million in cash flow from operations. The Company has more than 50,000 employees in nearly 50 countries. Our talented workforce has the expertise to meet our clients' most challenging needs, and we have the financial strength to pursue significant projects around the world.

As with any national professional service organization the size of URS Corporation, from time to time it is involved in litigation. URS has substantial liability insurance to protect itself from litigation. Additionally, the Company has substantial assets, including liquid assets of several million dollars. Various legal proceedings are pending against the Company or its subsidiaries alleging breach of contract or negligence in the connection with the performance of professional services. The Company’s management does not believe that any such proceedings will have material adverse effect on the consolidated financial position and operations of the Company.

Included in the Appendix is a portion of our Form 10-K which highlights in further detail the financial capacity of URS.

G. FEE PROPOSAL

Per RFP instructions, the Fee Proposal form is located in the Appendix.

H. DISCLOSURE

URS is not aware of any 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.

I. SAMPLE AGREEMENT

URS has not identified any exceptions or conditions to the Agreement.

J. CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL

Required Forms	Location
Vendor Application Form	Attached with Cover Letter
Ex Parte Communications Certificate	Appendix C
Price Proposal Form	Appendix D
Disqualifications Questionnaire	Appendix E
Disclosure of Government Positions	Appendix F



APPENDIX A - RESUMES



Theodore C. Lindberg, INCE Bd.Cert.

Noise

Areas of Expertise

Transportation (Road, Rail, Air) Noise Studies
Architectural / Building Acoustics
Environmental Noise Studies
Commercial-Industrial Noise Assessments
FAR Part 150 Noise & Land Use Compatibility Studies

Years of Experience

With URS: 6 Years
With Other Firms: >18 Years

Education

BA/Mathematics/1994/California State University, Long Beach

Registration/Certification

Institute of Noise Control Engineering
Board Certified Member/#1002
Certified Acoustical Consultant/CA

Overview

Mr. Lindberg has over 24 years of combined institutional, commercial, residential and transportation noise control experience. Included in this experience performing engineering calculations, noise control mitigation and report preparation for various commercial, industrial, residential and airport projects to insure compliance with applicable standards. His work includes: Environmental Impact Reports, Environmental Assessments, CEQA and NEPA analyses, preparing Roadway Noise Analyses for Caltrans and ODOT, Federal Aviation Regulation Part 150 Studies, and various reports for review by local agencies. Mr. Lindberg has developed computer software to model noise sources, provide mitigation solutions, and perform statistical analysis on computer sampled noise measurements.

Project Specific Experience

Senior Project Engineer, Grand Avenue Widening, Santa Ana, CA, City of Santa Ana/Caltrans, 2008-2009, \$24K: The project involved the development of a Noise Study Report for the City of Santa Ana and Caltrans for the widening of Grand Avenue from four lanes to six lanes. The analysis included examining the impact from two project alternatives using the TNM 2.5 noise model. Noise measurements were taken at several locations which were used to validate the noise model. Noise mitigation was required to protect noise sensitive land uses and the model was used to determine the heights of the barriers necessary to meet the applicable exterior noise standards.

Senior Project Engineer, Medical and Retail Center, Santa Ana, CA, Harbor Medical, 2008, \$20K: This project involved construction of a multi-story medical plaza and retail facility directly adjacent to existing single family homes. A series of noise measurements were conducted to document existing levels in the vicinity of the project. The analysis consisted of modeling noise from project related traffic, deliveries, mechanical equipment, and noise and vibration levels from construction activities which included the use of piles. Noise control recommendations were developed to ensure the noise and vibration levels at the adjacent residences were within all applicable noise and vibration standards.

Senior Project Engineer, Empire Homes Project CEQA Analysis, Santa Ana, CA, City of Santa Ana, 2008, \$10K: The project involved the development of a CEQA noise analysis for the project EIR for the single family development at 1584 East Santa Clara Avenue. The study analyzed the increase in noise due to the increases in traffic volumes on the affected roadways adjacent to the project, using the FHWA noise analysis protocol. The impact due to construction activities on-site impacting existing adjacent noise sensitive land uses was also analyzed.

Senior Project Engineer, Irvine Guideway Demonstration EIR, Irvine, CA, City of Irvine, 2008, \$65K: The project involved the



Theodore C. Lindberg, INCE Bd.Cert.

development of a noise and vibration analysis CEQA EIR for the proposed Streetcar/BRT system between the Orange County Great Park, the Irvine Spectrum, and the Irvine train station. The study analyzed the construction and operational noise and vibration impacts to existing and proposed future noise sensitive land uses from two proposed modes of transit (streetcar and BRT) along two different rights of way. Analysis included the use of the FTA Noise and Vibration Assessment, and the mitigation measures included design setbacks and noise barriers.

Senior Project Engineer/Task Manager, Facilities Master Plan EIR, Sylmar, CA, Los Angeles Mission College: The project also calls for the placement of temporary swing space for campus build-out currently on the campus premises. Improvements on Eldridge Avenue between the existing main campus and the East Campus are also a key part of the project. The project also consists of the construction of North and South Athletic fields on the east side of the college campus. Analysis includes conducting a series of on-site noise and vibration measurements, processing of the noise and vibration measurement data, modeling the noise and determining impacts relative to CEQA and City of Los Angeles noise standards, and the development of mitigation measures for the noise sensitive land uses impacted by the project.

Noise and Vibration Senior Project Engineer/Task Manager, High Speed Train, (Kern County), CA, California HSR Authority, 2009-2013, \$400K: Selected noise measurement sites and conducted long-term and short-term noise and vibration measurements on the project alignment from Fresno to Bakersfield. Conducted the noise and vibration impact assessments for these portions of the project alignment. Tasks included identifying noise sensitive land uses along project alignments, modeling future noise and vibration levels using the FTA HST noise and vibration methodology, determining construction and operational impacts, development of the noise and vibration mitigation measures, development of the noise technical report and the noise and vibration section of the EIS, and conducting public meetings. Conducting the same scope of work for the portion of the project between Bakersfield and Palmdale resulting in the noise and vibration technical report.

Senior Project Engineer, Bullard High School Expansion, Fresno, CA: The project involved the expansion of the educational and athletic facilities on the high school campus. The analysis involved as series of noise measurements a two high school campuses, analysis of noise measurement data, modeling of future athletic field related noise sources on the land uses adjacent to the school, and assessment of impacts to the surrounding communities and development of mitigation measures for the project EIR.



Tin Cheung

Air Quality

Areas of Expertise

Air Quality Analysis: Criteria, Toxic and Climate Change Pollutants, Emissions Inventories, Dispersion Modeling, Climate Change Studies, and Health Risk Assessments

Years of Experience

With URS: 3 Years
With Other Firms: 18 Years

Education

BA/Geography and Environmental Studies/1993/UC Santa Barbara

Overview

Mr. Cheung has over 20 years of experience preparing air pollutant emissions inventories, dispersion modeling, climate change and health risk assessments using a variety of computer data models. He has worked on hundreds of projects which include large-scale industrial, commercial, residential, infrastructure, school and recreational developments. He has extensive knowledge of the CEQA\NEPA regulatory process and impact assessment methodology established by the EPA, California Air Resources Board and other air quality management districts. He leads our in-house air-quality, climate change and health risk services for CEQA\NEPA compliance in the Los Angeles\Orange\Riverside and San Bernardino counties. He also has performed third-party reviews for technical adequacy and CEQA compliance in support of legal efforts and government QA\QC.

Project Specific Experience

Air Quality Lead, Bristol Street Roadway Widening EIR, Santa Ana, CA, City of Santa Ana: Led the air quality team in assessing air quality impacts associated with the intersection roadway widening of Bristol Street and 17th St. Quantified the benefits to air quality from the alleviation of traffic congestion through a reduction vehicle idle time and improvements in vehicle exhaust emission rates associated with higher vehicle travel speeds.

Air Quality Lead, Santa Ana Fixed Guideway – EIR\EIS, Santa Ana, CA, City of Santa Ana, 2010: Prepared the air quality analyses for the EIR\EIS for the proposed electric street car infrastructure that would connect residences and businesses with the Santa Ana Regional Transportation Center (SARTC). Conducted the air quality conformity analyses for Caltrans and the CEQA documentation for the City of Santa Ana.

Air Quality Lead, The Platinum Triangle Subsequent EIR, Anaheim, CA, City of Anaheim: Led air quality analyst responsible for the preparation of the regional emissions inventory of both criteria in GHG emissions and localized impact assessments for the 820 acre Platinum Triangle Master Land Use Plan. This master land use plan involved over 2 million sq. ft. of retail, 3 million sq. ft. of office and 9,500 residential units.

Air Quality Lead, Distrito La Novia Air Quality Technical Study, San Juan Capistrano, CA, San Juan Meadows: Conducted the air quality analysis which evaluated regional and localized criteria pollutant emissions as well as odors from a 775 horse equestrian facility as well as development of a mixed residential and commercial use. Air pollutant dispersion modeling was conducted to determine whether air pollutant hotspots would occur during the construction phases of the project.



Tin Cheung

Air Quality Lead, Block at Orange Expansion EIR, Orange, CA, City of Orange: Prepared the air quality analysis which assessed the potential air quality impacts associated with the expansion of the Block at Orange shopping mall which included the development of 120,000 sq. ft. of retail, 300 room hotel uses, 500 apartment units in 2000 parking spaces.

Air Quality Lead, NFL Stadium Master Plan SEIR, City of Industry, CA, City of Industry, 2009: Lead the air quality team's assessment of potential air-quality impacts for this highly contentious project. Provided quantification and evaluation of air pollutant emissions from project related construction activities as well as passenger trains and traffic generated during a large NFL stadium event. The project involves the development of 3 million sq. ft. of commercial and office as well as a 75,000 seat NFL stadium.

Air Quality Lead for Construction Emissions, LAX Runway Safety Area, Los Angeles, CA, Los Angeles World Airports: Responsible for conducting the regional emissions inventory, localized criteria hotspot analysis and health risk assessment for 350 construction subphases related to FAA runway length requirements, runway repaving and demolition/reconstruction of ground support equipment facilities. HRA involves assessing air pollutant concentrations using AERMOD and calculating health risk to nearby residents adjacent to LAX. The HRA was conducted to comply with the disclosure requirements of CEQA.

Air Quality Lead, Ontario General Plan Update EIR, Ontario, CA, City of Ontario: Led the team which compiled the regional emissions inventory for the approximately 32,000 acre City of Ontario for both criteria pollutants and greenhouse gas emissions. Conducted localized assessment of air quality impacts to determine whether health-based ambient air quality standards would be exceeded.

Air Quality Lead, Interstate 15 and Murrieta Hot Springs Road Air Quality Conformity Analysis, Murrieta, CA, City of Murrieta: Conducted a NEPA air quality conformity analysis to meet the environmental disclosure requirements of the California Department of Transportation and the Federal Highway Administration. Conformity with the goals of the Clean Air Act was achieved because the analysis was able to demonstrate that air quality conditions would improve due to the project's alleviation of traffic congestion at the freeway on and off-ramps.

Air Quality Specialist for a Health Risk Assessment for the Bay Delta Conservation Plan, Sacramento-San Joaquin, Department of Water Resources, 2012: Conducted a health risk assessment to determine the health effects of acute and chronic exposure to carcinogenic diesel exhaust from the construction of the project. AERMOD air pollutant dispersion modeling was performed to determine concentrations of criteria and toxic air pollutants. The project involves improvements in water conveyance facilities and habitat protection. Four potential 35 mile alignments were evaluated for its potential to cause air quality health impacts. This impact assessment required coordination from four air pollution control districts.



Janet L. Tentler

Hazardous Materials

Areas of Expertise

Environmental Site Assessment and Remediation
Site Access Liaison for Chevron Environmental Management Company

Years of Experience

With URS: >14 Years
With Other Firms: 11 Years

Education

BA/Environmental Studies/1985/
California State University, Hayward

Overview

Ms. Tentler has conducted Environmental Site Assessments of properties in Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, and Kern counties. She reviewed past site usage, agency information, and conduct site reconnaissance to assess the potential for environmental impairment due to onsite and offsite activities.

Project Specific Experience

Environmental Scientist, Base Realignment at El Toro Marine Corps Air Station, Santa Ana, CA, Orange County Local Redevelopment Authority, 2001, \$500K: Team member of the Base Asset Management Team at El Toro Marine Corps Air Station. The Base Asset Management Team was responsible for the evaluation of the potential reuse of the building and facilities at the El Toro Marine Corp Air Station.

Environmental Scientist, Environmental Compliance Reports (ECRs), (Western United States), CA, United States Postal Service (USPS), 2013, \$900K: Provided environmental compliance audit support for multiple West Coast Processing & Distribution Centers (P&DC) and Vehicle Maintenance Facilities (VMF). Duties include inspection, reporting, and knowledge of local, state, and federal regulations.

Environmental Scientist, Environmental Compliance Reports (ECRs), (Southern California), CA, United States Postal Service (USPS), 2012, \$800K: Provided environmental compliance audit support for Southern California Processing & Distribution Centers (P&DC) and Vehicle Maintenance Facilities (VMF). Duties include inspection, reporting, and knowledge of local, state, and federal regulations.

Site Access Liaison, Southern California Chevron Retail Sites, Los Angeles/Orange/Riverside/San Diego Counties, CA, Chevron Environmental Management Company, 2010-Present, 1.1M: Provided technical support for property ownership and securing site access agreements for well installation and site remediation for Chevron Environmental Management Company. Duties include research of current property ownership and preparation of Offsite and Onsite Access Agreements.

Environmental Scientist, Various Projects at Camp Pendleton and MCAS Miramar, Southern California, CA, Environmental Condition of Property (ECP), 2008-2011, \$80K: Provided technical support for property evaluations for Camp Pendleton Elementary Schools and proposed Military Family Housing at MCAS Miramar. Duties include research of historical data, regulatory agency database information, and report preparation for the Department of the Navy.

Environmental Scientist, Camp Pendleton and MCAS Miramar, Southern California, CA, U.S. Navy, 2008, \$900K: Identified and



Janet L. Tentler

collected information on what are termed "Other Environmental Liabilities" (OELs) for the Department of the Navy. An inventory of OEL assets included landfills, in-ground oil/water separators, paint booths, wash racks, underground storage tanks, aboveground storage tanks, and transformers with PCBs.

Environmental Scientist, Various Projects, Los Angeles, CA, LAUSD/LBUSD/POLB, 2000-2005, \$100K: Provided technical support for property evaluations for the Los Angeles Unified School District (LAUSD), the Long Beach Unified School District (LBUSD), and the Port of Long Beach (POLB). Duties include research of historical data, regulatory agency database information, and report preparation to the American Society for Testing and Materials (ASTM).

Environmental Scientist, (Various Projects), Southern California, CA, Caltrans, 2010-Present, \$250K: Provided technical support for various California Department of Transportation (Caltrans) including; proposed widening of various on- and off-ramps on SR-110 in South Pasadena, California; the proposed widening of Price Canyon Road in San Luis Obispo, California; the proposed Westbound Widening of SR-91 in Anaheim, California; Bristol Street Widening Project, Santa Ana, California; and the redesign of I-15 and the Clinton Keith Road Interchange in Riverside County, California. Duties included research of historical data for hazardous materials and hazardous wastes.

Environmental Scientist, Various Projects, (Various Cities), CA, Various Lenders, 2010-Present, \$200K: Prepared Phase I Environmental Site Assessments (ESAs), Transaction Screening Investigations (TSIs), and Initial Site Assessments (ISAs) for Real Estate Property Transfers and Caltrans development projects, respectively. Specific duties include historical records search; collection of federal, state, and local agency environmental records; property site inspections; and technical report preparation.

Environmental Scientist, (Various Geothermal Power Projects), El Centro, CA, Ormat Geothermal, 1990-1999, \$100K: Prepared federal and state regulatory permits for numerous geothermal power projects in Southern California and Nevada.

Environmental Scientist, Glamis Imperial Project Environmental Impact Statement/Environmental Impact Report (EIS/EIR), Glamis, CA, Glamis Gold, 1998, \$100K: Participated in the Glamis Gold Ltd. Glamis Imperial Project EIS/EIR, 1998. The Glamis Imperial Project EIS/EIR was for a proposed Open-Pit Cyanide Heap-Leach Gold Mine dealing with the 1872 Mining Law and Native American Religious and Cultural Values. Additional responsibilities included background data collection for, and preparation of, environmental documents including EIS/EIR, Environmental Assessments (EA), and litigation support. She has also provided assistance with document research and preparation for permit acquisition projects.



Christopher W. Goetz, P.G., C.E.G.

Geology

Areas of Expertise

Engineering Geology
Geologic Hazards

Years of Experience

With URS: 24 Years
With Other Firms: 1 Year

Education

MS/Geology/1989/San Diego State
University
BS/Geology/1984/University of
Cincinnati

Registration/Certification

1993/Certified Engineering Geologist/
CA/1833
1993/Professional Geologist/CA/
5758

Overview

Mr. Goetz has over 24 years of experience in the fields of engineering geology and geologic hazards, relative to siting, permitting, design, and construction of civil works projects. His experience on these projects includes geologic field mapping, as-built logging, aerial reconnaissance, aerial photograph analysis, trench and borehole logging, aquifer testing, geophysical investigations, installation of monitoring wells and inclinometers, coordination of field exploration, construction issue resolution, report preparation, and project management.

Project Specific Experience

Project Manager, Geotechnical On-Call Services, (Orange County), CA, Orange County Department of Public Works: Managed two geotechnical on-call services contract for the County of Orange Department of Public Works. Under these contracts, performed geotechnical investigations involving subsurface exploration for the San Juan Creek and Wintersburg Channel Levee Improvement Projects and the Blackstar Canyon Bridges Project. Also provided field density testing services and laboratory compaction testing the Alton Parkway Extension. The field services were provided by a URS soils technician on an as needed basis.

Project Geologist, SR-22 Widening, (Orange County), CA, Orange County Transportation Authority: Responsibilities included completion of the geotechnical field investigation, which consisted of 140 borings and 60 cone penetrometer tests. Responsibilities also included design of the field investigation, coordination of multiple field crews, property access, regulatory agency permitting, and report preparation.

Project Manager/Project Geologist, Santiago Creek Dam, (Orange County), CA, Irvine Ranch Water District & Serrano Water District: Directed an investigation of the surface fault rupture hazard at Santiago Creek Dam. The subject of the investigation was a fault identified as the "Terrace fault", which was suspected of crossing beneath the right abutment of the dam. The investigation was particularly challenging because the only evidence of the fault was an as-built construction photograph from the 1930's and the precise location of the fault was not known. The principal finding of the investigation, which was accepted by the DSOD, was that the fault was inactive and did not pose a rupture hazard to the dam.

Project Geologist, Crown Valley Medical Center, Laguna Niguel, CA, Southland Development, 2005: Provided engineering geologic services for geotechnical investigation for a 4-story medical building with a 5-level underground parking structure beneath the southern part of the medical building. The building site is a steeply sloping bedrock hillside requiring extensive excavation and temporary shoring. Services included identifying the general geologic, geomorphic and groundwater conditions



Christopher W. Goetz, P.G., C.E.G.

at the site, potential geologic features that could impact the proposed development, soils and bedrock that are susceptible to expansion (swell), subsidence, or collapse, geologic hazards and potential seismic hazards; evaluating the stability of slopes.

Project Geologist, Trabuco Reservoir Expansion Study, (Orange County), CA, Trabuco Canyon Water District: Provided the geologic input for a study to identify additional reclaimed water storage capacity for the Trabuco Canyon Water District. Experience includes literature review, aerial photograph analysis, site reconnaissance, and report preparation.

Staff Geologist, San Joaquin Hills Reservoir Landslide, Newport Beach, CA, City of Newport Beach: Participated in the characterization of a 600,000 cubic yard landslide. Experience includes coordination of subsurface field investigation, field mapping, bulldozer trench logging, down-hole logging of bucket auger holes, and report preparation.

Project Manager, Geologic and Geotechnical On-Call Services, Arcadia, CA, City of Arcadia: Responsible for a geotechnical on-call services contract. Experience includes literature review, geologic mapping, aerial photograph analysis, report preparation and project management. On-call services primarily focused on landslide, debris flow, and rock fall damage caused by storm events of January and February 2005.

Project Geologist/Task Order Manager, On Call Services Contract, (Various Cities), CA, Caltrans: Services under these contracts have included supporting fast-track schedule projects, often performing field investigation as an extension of Caltrans staff or providing turnkey consulting services. Significant projects under these contracts have included investigations performed on I-5, SR-2 and SR-39, SR-74 (Ortega Highway/I-5).

Landslide Task Force Specialist, Winter Storms Landslide Disasters, Southern California, CA, Federal Emergency Management Agency (FEMA): Was assigned to the FEMA Landslide Task Force for the federally declared disasters that resulted from the winter storms in southern California (declarations 1577 and 1585). As a landslide technical specialist, assisted FEMA project officers with damage assessments, eligibility determinations, and mitigation recommendations for public assistance projects that involved landslides. Experience has included, aerial and land based reconnaissance, aerial photograph analysis, literature review, and report preparation.



Noel Casil, P.E., T.E., P.T.O.E.

Traffic

Overview

Mr. Casil is actively involved in traffic engineering, highway engineering and transportation planning including surveys, data collection, traffic signal timing utilizing PASSER II and TRANSYT 7-F, signal timing, fine tuning of 170 controllers, traffic signal/detection system installation, cost estimates, ramp metering installation inspection, and design of freeway surveillance.

Project Specific Experience

Tava Homes Traffic Study (Sexlinger Property) EIR, Santa Ana, CA, City of Santa Ana: Responsible for Tava Homes traffic study.

Bristol Street Specific Plan EIR, Santa Ana, CA, City of Santa Ana: Responsible for Bristol Street specific plan EIR.

Bristol Street Phase 2 and 4 Widening EIR, Santa Ana, CA, City of Santa Ana: Responsible for Bristol Street Phase 2 and 4 widening EIR.

Grand Avenue Widening EIR, Santa Ana, CA, City of Santa Ana: Responsible for Grand Avenue widening EIR.

Project Engineer, General Plan Update, Fullerton, CA, City of Fullerton: Responsible for the General Plan Update for the City of Fullerton.

Master Environmental Assessment, Santa Monica, CA, City of Santa Monica: Responsible for master environmental assessment.

Project Engineer, Circulation Element Update, El Segundo, CA, City of El Segundo: Responsible for the Circulation Element Update for the City of El Segundo.

Project Engineer, Seal Beach Naval Station BEAP, Seal Beach, CA, NAVFAC: Responsible for the Seal Beach Naval Station BEAP for NAVFAC.

Project Engineer, Long Beach Naval Shipyard Reuse EIR, Long Beach, CA, Port of Long Beach: Responsible for the Long Beach Naval Shipyard Reuse EIR for the Port of Long Beach.

Project Engineer, Pasadena Soccer Academy TIA, Pasadena, CA, City of Pasadena: Responsible for the Pasadena Soccer Academy TIA.

Project Engineer, Vault Self Storage (3 Sites) Facilities TIA, Pasadena, CA, City of Pasadena: Responsible for the Vault Self Storage at three sites for the City of Pasadena.

Project Engineer, Pasadena AMF 300 Parking Study, Pasadena, CA, City of Pasadena: Responsible for the Pasadena AMF 300 Parking Study for the City of Pasadena.

Project Engineer, Empire Center Burbank Traffic Analysis, Burbank, CA, City of Burbank: Conducted a traffic impact analysis for

Areas of Expertise

Traffic Engineering
Transportation Planning,
ITS Planning

Years of Experience

With URS: >13 Years
With Other Firms: 19 Years

Education

BS/Civil Engineering/1982/
University of Santo Tomas, Manila,
Philippines

Registration/Certification

2003/Professional Civil Engineer/CA/
65179
2007/Traffic Engineer/CA/TR2391
2007/Professional Traffic Operations
Engineer (PTOE-ITE)/CA/2143



Noel Casil, P.E., T.E., P.T.O.E.

a private client in the proposed re-use of the former Lockheed Martin's B-1 site, a 101.85-acre parcel generally bounded by the Golden State Freeway and Victory Boulevard to the east, Southern Pacific Railroad to the south, Buena Vista Boulevard to the west and West Empire Avenue to the north. The B-1 site is one of the prime developable properties that became available with the relocation of Lockheed Martin.

Project Engineer, Palmdale Airport Master Plan, Palmdale, CA, LAWA: Responsible for the Palmdale Airport Master Plan for the Los Angeles World of Airports.

Project Engineer, LAX/South Orange County High-Speed Ground Access Study, Los Angeles, CA, SCAG: Responsible for the LAX/South Orange County High-Speed Group Access Study for SCAG.

Project Engineer, New Hospital EA, Camp Pendleton, CA, NAVFAC: Responsible for the NAVFAC's New Hospital EA.

Project Engineer, Main Exchange EA, Camp Pendleton, CA, NAVFAC: Responsible for the NAVFAC's Main Exchange EA.

Project Engineer, Ontario Agricultural Preserve Sphere of Influence, Ontario, CA, City of Ontario: Responsible for the Ontario Agricultural Preserve Sphere of Influence for the City of Ontario.

Project Engineer, West Haven Specific Plan EIR, Ontario, CA, City of Ontario: Responsible for the City of Ontario's West Haven Specific Plan EIR.

Task Leader, Growth Feasibility Study, Chico, CA, City of Chico: Authored and conducted the analysis of the traffic and circulation section of the Growth Feasibility Study. The key issues addressed in the study include: evaluation of the adequacy of the existing circulation system to handle future traffic growth, development of mitigation measures, evaluation of appropriate roadway design cross-sections for new facilities at the proposed growth area locations and interface with the existing circulation system. Three growth areas surrounding the downtown core were evaluated individually and cumulatively to assess future growth conditions.

Project Engineer, Moonridge Corridor Specific Plan EIR, Big Bear Lake, CA, City of Big Bear Lake: Responsible for the Moonridge Corridor Specific Plan EIR for the City of Big Bear Lake.

Traffic Engineer, Bakersfield Systems Study, Bakersfield, CA, Kern Council of Governments: Conducted the traffic analysis for the screening and evaluation of 20 transportation alternatives. Tasks included participation in Project Development Team PDT meetings/presentations, processing of traffic model data, roadway segment analysis, ranking of alternatives based on traffic analysis criteria and detailed HCM Operational analysis for selected study intersections. Co-authored the paper, "The Bakersfield Systems Study-A Long Awaited Solution Rises to the Forefront". This paper was presented at the District 6 Annual Meeting of the Institute of Transportation Engineers, July 16, 2002, Palm Desert, CA.



Dustin R. Kay

Cultural Resources

Overview

Mr. Kay is a Secretary of the Interior-qualified Archaeologist, is qualified at the Co-Principal Investigator level (Prehistoric and Historical Archaeology) per Caltrans' Section 106 Programmatic Agreement and has more than 23 years of full-time professional experience, in cultural resource management. He has spent the last 19 years working primarily in central and southern California, including Alameda, Contra Costa, Imperial, Inyo, Los Angeles, Merced, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties. Mr. Kay is a URS staff archaeologist, participating in cost proposals and scopes of work, field investigations, data analysis, and preparation of technical reports. Experience includes many phases of historic and prehistoric cultural resource projects, serving as crew chief, laboratory supervisor, and field archaeologist. Archaeological experience includes conducting and supervising surveys, testing programs, and construction monitoring. Technical skills include artifact illustration, computer graphics, survey, mapping, site recording, excavation, laboratory analysis, construction monitoring, and preparation of research design and technical reports. Addition work experience includes projects in Oregon, Washington, and Texas.

Areas of Expertise

Archaeology
Cultural Resource Management

Years of Experience

With URS: 9 Years
With Other Firms: 14 Years

Education

BS/Anthropology/1992/Oregon State
University

Project Specific Experience

Cultural Resource Monitor, Orange County Great Park On-Call Construction Monitoring for South Lawn, Los Angeles County, CA, Army Corp of Engineers- Los Angeles District: Responsible for continuous on call construction monitoring for the South Lawn Project at Orange County Great Park. Monitored construction activities and prepared Phase I monitoring letter reports.

Field Archaeologist, Cultural Resources Construction Monitoring Treatment Plan SR-22, Orange County, CA, Orange County Transportation Authority/ California Department of Transportation District 12/Federal Highway: Responsible for construction grading and excavation for highway off ramp widening. Initiated Native American consultation.

Project Archaeologist Historian, Westside Subway Extension Project, Los Angeles County, CA, Caltrans: Project involved surveying the project area, researching local resources, and documenting historic structures.

Project Archaeologist, Big Tujunga Dam Seismic Retrofit, Los Angeles County, CA, FEMA, \$50K: Project involved surveying the project area, researching local resources, and writing the final report.

Project Archaeologist, BNSF Tehachapi Rail Expansion, Caltrans: Project involved surveying the project area, recording resources and researching local resources.



Dustin R. Kay

Project Archaeologist, Rancho Cucamonga Berm (HMGP 1498-71-21) and Culvert (HMGP 1498-74-49) Projects, FEMA, \$10K: Project involved surveying the project area, researching local resources, and writing the final report.

Project Archaeologist, EVWD North Fork Water Channel Replacement (HMGP 1498-32-30), FEMA, \$10K: Project involved surveying the project area, researching local resources, relocating and recording resources, and writing the final report.

Project Archaeologist, Solar I BLM Class III Intensive Pedestrian Survey, San Bernardino County, CA, County of San Bernardino BLM: Project involved running field crews, surveying project area, recording sites and writing DPR forms.

Project Archaeologist, Solar II BLM Class III Intensive Pedestrian Survey, Imperial County, CA, County of Imperial BLM: Project involved running field crews, surveying project area, recording sites and writing DPR forms.

Project Archaeologist, Solar III BLM Class III Intensive Pedestrian Survey, San Bernardino, CA, County of San Bernardino BLM: Project involved running field crews, surveying project area, recording sites and writing DPR forms.

Phase I Archaeological Assessment for the Banning High School Expansion, Banning, CA, Banning Unified School District: Project involved surveying the project area, researching local resources, and writing the final report.

Project Archaeologist, Hesperia Commerce Center, Hesperia, CA, City of Hesperia: Project involved surveying the project area, researching local resources, and writing the final report.

Project Archaeologist, Perris Airport Distribution Center, Perris, CA, City of Perris: Project involved surveying the project area, researching local resources, and writing the final report.

Archaeologist, Phase III Data Recovery and Phase II Evaluation of 28 Archaeological Sites, Vandenberg AFB, Santa Barbara County, CA, USACE Los Angeles District Lead Federal Agency: Served as archaeologist during survey, evaluation of sites and data recovery on Vandenberg AFB.

Field Archaeologist, Archaeological Survey and Testing of Edwards Air Force Base, Lancaster, CA, U.S. Air Force: The project involved a phase II reconnaissance which includes relocating previously recorded sites, survey and testing to determine eligibility.



Nathan Chase, P.E., LEED® A.P. N.D., ENV. S.P., Q.S.D./P.

Water Quality/Hydrology

Areas of Expertise

Civil Engineering
Climate Change Adaptation
Drainage Design
Environmental Engineering
Environmental Permitting
Green Infrastructure/LID
Hydrologic and Hydraulic Analysis
Stormwater Quality Management
Stormwater Permitting
Sustainability Rating Systems
Total Water Management Planning
Water/Wastewater Treatment

Years of Experience

With URS: 1 Year
With Other Firms: 6 Years

Education

MS/Civil and Environmental
Engineering/2009/Stanford University
BS/Civil Engineering/2007/
Northeastern University
BS/Environmental Geology/2007/
Northeastern University

Registration/Certification

2011/Professional Engineer in Civil
Engineering/CA/#C77953
2012/LEED Accredited Professional
with a Neighborhood Development
Specialty/#10492874-AP-ND
2013/Envision Sustainability
Professional
2014/Qualified Storm Water Pollution
Prevention Plan Developer/
Practitioner/CA/#24821

Overview

Mr. Chase is a registered Civil Engineer with over seven years of experience in civil and environmental engineering, design, and planning for water, wastewater, and stormwater projects. He has performed technical design, planning, and permitting coordination on a wide range of projects including reservoirs, detention basins, pump stations, drinking water wells, blackwater and graywater treatment, rainwater harvesting, stormwater management, bridge/highway/rail/site drainage, site development, hydraulic & hydrologic modeling, LEED certification, and climate change adaptation.

Project-Specific Experience

Project Engineer, Orange Park Acres Well No. 1 Wellhead Facilities, Orange, CA, Irvine Ranch Water District, \$5.2M, 2013-2014: Responsible for site civil engineering, pump selection and design for a 2,000 gpm groundwater well, booster pump, and chloramine disinfection facility that will supply treated groundwater to the Orange Park Acres service area to meet domestic water demands. The pump building and calculations were designed to accommodate a future doubling of the production capacity to 4,000 gpm upon addition of a second supply well. Developed engineers estimate of probable costs. Prepared permitting documents and coordinated to obtain approvals from Orange City Fire Department and City of Orange Water Department.

Deputy Project Manager, Trampas Lake Reservoir and Dam, Orange County, CA, Rancho Mission Viejo, \$51M, 2013-2014: Responsible for preparing plans, reports, design calculations, and construction cost estimates for converting an existing tailings storage dam to a recycled water reservoir for Rancho Mission Viejo that would connect to Santa Margarita Water District's infrastructure, including the Chiquita Water Reclamation Plant. Coordinated field investigations and interdisciplinary design groups to develop conceptual design alternatives for 3,000 acre-feet and 5,000 acre-feet reservoir options, including associated improvements to the existing dam and site.

Project Engineer, Shadow Rock Detention Basin Urban Water Recovery, Rancho Santa Margarita, CA, Trabuco Canyon Water District, 2013-2014, \$402K: Responsible for performing hydrologic and hydraulic analyses for the tributary watersheds to Shadow Rock Detention Basin for the 2-year and 100-year return period design storms using the Advanced Engineering Software package (AES). The analyses included watershed delineation, rational method modeling, hydrograph development, and basin routing of the selected design storms.

Project Engineer, Durfee Avenue Grade Separation, Pico Rivera, CA, Alameda Corridor-East Construction Authority, 2013-2014, \$73.6M: Responsible for preparing the Standard Urban Stormwater



Nathan Chase, P.E., LEED® A.P. N.D., ENV. S.P., Q.S.D./P.

Mitigation Plan (SUSMP) for the grade separation project at the junction of Durfee Avenue and the Union Pacific Railroad in the City of Pico Rivera, Los Angeles County.

Project Engineer, Northam Station Storm Water Pollution Prevention Plan, La Mirada, CA, Chevron Environmental Management Company, 2013-2014: Responsible for preparing and implementing the Project Registration Documents and construction general permit SWPPP for structure demolition, underground pipeline and utility removals, soil remedial actions, excavations, and backfill, compaction, and grading phases of work at a 23-acre former crude oil and hydrocarbon fuel storage and pumping station.

Project Engineer, Riverside Regional Water Quality Control Plant Influent Flow Metering, Riverside, CA, City of Riverside Public Works Department, \$5.4M, 2013-2014: Responsible for designing four flow metering stations for four influent trunk sanitary sewers as retrofits to the City of Riverside's Water Quality Control Plant. The meters were sized to accommodate present flows of 33 MGD and future flows of 52 MGD.

Project Engineer, U.S. Land Port of Entry, Van Buren, ME, J&J Contractors, 2009-2012, \$30M: Responsible for stormwater design on the construction of a replacement border crossing station on a 21-acre site. Developed stormwater drawings and calculations, including a site-wide hydrology and hydraulics network model using Storm and Sanitary Analysis for use in designing the storm sewers, catch basins, manholes, and best management practices (BMPs), including a wet pond.. (While working for another firm.)

Project Engineer, Dallas/Fort Worth – Houston High Speed Rail, Houston, TX, Texas Central High-Speed Railway, 2011-2012: Responsible for flood risk analysis and stormwater drainage design for the 5% preliminary engineering, cost estimate, and preliminary permitting evaluations for a new approximately 250-mile high-speed rail corridor connecting Houston to the Dallas-Fort Worth Metroplex. (While working for another firm.)

Engineer, Tappan Zee Hudson River Crossing, New York, NY, New York State Department of Transportation, 2011-2013, \$3.14B: Responsible for drainage and stormwater design for a 4-mile section of I-287/I-87 that includes replacement options for the Tappan Zee Bridge. Developed design options for stormwater to inform environmental documentation and cost estimation, and contributed to the development of the FEIS. Prepared project requirements and plans for the Request for Proposals. Participated in public outreach for the EIS and gathering of public comments that were addressed in the FEIS. (While working for another firm.)

Project Engineer, Autoroute 30, Montreal, QC, NA30 Construction Joint Venture, 2009-2012, \$1.5B: Responsible for drainage and stormwater design for 1.2-mile and 1.6-mile dual-deck bridges in the Public Private Partnership Completion of Autoroute 30 by the Ministry of Transport of Québec. (While working for another firm.)



APPENDIX B – FORM 10-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended January 3, 2014

OR

TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition Period from _____ to _____

Commission file number 1-7567

URS

URS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

[REDACTED]
(I.R.S. Employer Identification No.)

600 Montgomery Street, 26th Floor
San Francisco, California
(Address of principal executive offices)

94111-2728
(Zip Code)

(415) 774-2700

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:

Name of each exchange on which registered:

Common Shares, par value \$.01 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one): Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the common stock of the registrant held by non-affiliates on June 28, 2013 (the last business day of the registrant’s most recently completed second fiscal quarter) was \$3,476.4 million, based upon the closing sales price of the registrant’s common stock on such dates as reported in the consolidated transaction reporting system. On February 28, 2014 and June 28, 2013, there were 72,136,210 shares and 74,883,458 shares of the registrant’s common stock outstanding, respectively.

Documents Incorporated by Reference

Part III incorporates information by reference from the registrant’s definitive proxy statement for its 2014 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission.

URS CORPORATION AND SUBSIDIARIES

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by words such as “anticipate,” “believe,” “estimate,” “expect,” “potential,” “intend,” “may,” “plan,” “predict,” “project,” “will,” and similar terms used in reference to our future revenues, services, project awards and business trends; the future of the federal budget and sequestration; future accounting, goodwill and actuarial estimates; future contract gains or losses; conversions of backlog and book of business into future revenues; future accounts receivable and days sales outstanding; future stock-based compensation expenses; future capital allocation priorities including dividend payments, share repurchases, debt pay downs, acquisitions and organic growth opportunities; future bonus, pension and post-retirement expenses; future compliance with regulations; future legal proceedings and accruals; future insurance coverage and recoveries; future capital expenditures; future effectiveness of our disclosure and internal controls over financial reporting; and future economic and industry conditions. We believe that our expectations are reasonable and are based on reasonable assumptions, however, we caution against relying on any of our forward-looking statements as such forward-looking statements by their nature involve risks and uncertainties. A variety of factors, including but not limited to the following, could cause our business and financial results, as well as the timing of events, to differ materially from those expressed or implied in our forward-looking statements: declines in the economy or client spending; changes to the federal budget; changes in our book of business; our compliance with government regulations; integration of acquisitions; employee, agent or partner misconduct; our ability to procure government contracts; liabilities for pending and future litigation; environmental liabilities; changes in oil, natural gas and other commodity prices; weather conditions; availability of bonding and insurance; our reliance on government appropriations; unilateral termination provisions in government contracts; impairment of our goodwill; our ability to make accurate estimates and assumptions; our accounting policies; workforce utilization; our and our partners’ ability to bid on, win, perform and renew contracts and projects; our dependence on partners, subcontractors and suppliers; customer payment defaults; our ability to recover on claims; impact of target and fixed-priced contracts on earnings; the inherent dangers at our project sites; the impact of changes in laws and regulations; nuclear indemnifications and insurance; misstatements in expert reports; a decline in defense spending; industry competition; our ability to attract and retain key individuals; retirement plan obligations; our leveraged position and the ability to service our debt; restrictive covenants in finance arrangements; risks associated with international operations; business activities in high security risk countries; information technology risks; natural and man-made disaster risks; our relationships with labor unions; our ability to protect our intellectual property rights; anti-takeover risks and other factors discussed more fully in [Management’s Discussion and Analysis of Financial Condition and Results of Operations](#) beginning on page 44, [Risk Factors](#) beginning on page 20, as well as in other reports subsequently filed from time to time with the United States Securities and Exchange Commission. We assume no obligation to revise or update any forward-looking statements.

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ITEM 1. BUSINESS

Summary

We are a leading international provider of engineering, construction and technical services. We offer a broad range of program management, planning, design, engineering, construction and construction management, operations and maintenance, and decommissioning and closure services to public agencies and private sector clients around the world. We also are a United States (“U.S.”) federal government contractor in the areas of systems engineering and technical assistance, operations and maintenance, management and operations, and information technology (“IT”) services. As of January 31, 2014, we had more than 50,000 employees in a global network of offices in nearly 50 countries.

We provide our services through four reporting segments, which we refer to as our Infrastructure & Environment, Federal Services, Energy & Construction, and Oil & Gas Divisions. Our Infrastructure & Environment Division provides a wide range of program management, planning, design, engineering, construction and construction management, and operations and maintenance services to a variety of U.S. and international government agencies and departments, as well as to private sector clients. Our Federal Services Division provides program management, planning, systems engineering and technical assistance, construction and construction management, operations and maintenance, and decommissioning and closure services to U.S. federal government agencies, primarily the Department of Defense (“DOD”), the National Aeronautics and Space Administration (“NASA”), and the Department of Homeland Security (“DHS”). Our Energy & Construction Division provides program management, planning, design, engineering, construction and construction management, operations and maintenance, management and operations, and decommissioning and closure services to U.S. and international government agencies and departments, as well as to private sector clients. Our Oil & Gas Division provides construction and construction management, and operations and maintenance services for oil and gas clients in North America across the upstream and midstream supply chain.

On May 14, 2012, we acquired the outstanding common shares of Flint Energy Services Ltd. (“Flint”) for C\$25.00 per share in cash, or C\$1.24 billion (US\$1.24 billion based on the exchange rate on the date of acquisition) and paid \$110.3 million of Flint’s debt prior to the closing of the transaction in exchange for a promissory note from Flint. At the close of the transaction, Flint’s operations became the Oil & Gas Division.

For information on our business by segment and geographic region, please refer to [Note 16, “Segment and Related Information”](#) to our “Consolidated Financial Statements and Supplementary Data,” which is included under Item 8 of this report and incorporated into this Item by reference. For information on risks related to our business, segments and geographic regions, including risks related to foreign operations, please refer to [Item 1A, “Risk Factors”](#) of this report.

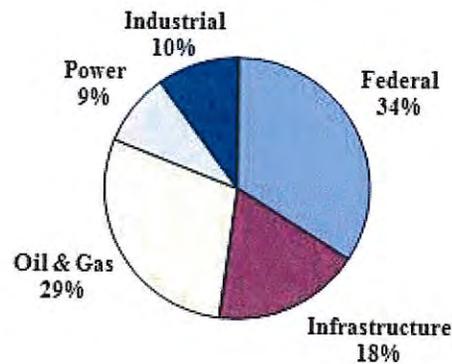
Clients, Market Sectors and Services

We serve public agencies and private sector companies worldwide through our global network of offices including locations in the Americas, the United Kingdom (“U.K.”), continental Europe, the Middle East, India, China, Australia and New Zealand. Our clients include U.S. federal government agencies, national governments of other countries, state and local government agencies both in the U.S. and in other countries, and private sector clients representing a broad range of industries. See [Note 16, “Segment and Related Information,”](#) to our [“Consolidated Financial Statements and Supplementary Data”](#) included under Item 8 of this report for financial information regarding geographic areas.

Our expertise is focused in five market sectors: federal, infrastructure, oil & gas, power, and industrial. Within these markets, we offer a broad range of services, including program management; planning, design and engineering; systems engineering and technical assistance; IT services; construction and construction management; operations and maintenance; and decommissioning and closure.

The following chart and table illustrate the percentage of our revenues by market sector for the year ended January 3, 2014, and representative services we provide in each of these markets.

2013 Revenues by Market Sector



Representative Services	Market Sector				
	Federal	Infrastructure	Oil & Gas	Power	Industrial
Program Management	✓ . .	✓ . .	✓ . .	✓ . .	✓ . .
Planning, Design and Engineering	✓ . .	✓ . .	✓ . .	✓ . .	✓ . .
Systems Engineering and Technical Assistance	✓ .	—	—	—	—
Information Technology Services	✓ .	—	—	—	—
Construction and Construction Management	✓ . .	✓ . .	✓ . .	✓ . .	✓ . .
Operations and Maintenance	✓ . .	✓ . .	✓ . .	✓ . .	✓ . .
Management and Operations	✓ .	—	—	—	—
Decommissioning and Closure	✓ .	— .	✓ . .	✓ . .	✓ . .

✓ . . the service is provided in the market sector.

— the service is not provided in the market sector.

Market Sectors

The following table summarizes the primary market sectors served by our four divisions for the year ended January 3, 2014.

Market Sectors	Divisions			
	Infrastructure & Environment	Federal Services	Energy & Construction	Oil & Gas
Federal	✓ .	✓ .	✓	—
Infrastructure	✓	—	✓	—
Oil & Gas	✓	—	✓ .	✓ .
Power	✓	—	✓	—
Industrial	✓	—	✓	—

✓ . . a primary market sector for the division.

— not a primary market sector for the division.

Federal

As a major contractor to the U.S. federal government and national governments of other countries, we serve a wide variety of government departments and agencies, including the DOD, DHS, Department of Energy (“DOE”), as well as the General Services Administration, the Environmental Protection Agency, NASA and other federal agencies. We also serve departments and agencies of other national governments, such as the U.K. Nuclear Decommissioning Authority (“NDA”). Our services range from program management; planning, design and engineering; systems engineering and technical assistance; and IT services to construction and construction management; operations and maintenance; management and operations; and decommissioning and closure.

We modernize weapons systems, refurbish military vehicles and aircraft, train pilots and manage military and other government installations. We provide logistics support for military operations and help decommission former military bases for redevelopment. In the area of global threat reduction, we support programs to eliminate nuclear, chemical and biological weapons, and we assist the DOE and other nuclear regulatory agencies outside the U.S. in the management of complex programs and facilities. We also provide a wide range of IT services to both defense and civilian agencies to improve the efficiency and productivity of their IT networks and systems, and to combat cyber security threats.

Our project expertise in our federal market sector encompasses the following:

- Operation and maintenance of complex government installations, including military bases and test ranges;
- Logistics support for government supply and distribution networks, including warehousing, packaging, delivery and traffic management;
- Weapons system design, maintenance and modernization, including acquisition support for new defense systems, and engineering and technical assistance for the modernization of existing systems;
- Maintenance planning to extend the service life of weapons systems and other military equipment;
- Maintenance, modification and overhaul of military aircraft and ground vehicles;
- Training military pilots;
- Management and operations and maintenance services for complex DOE and NDA programs and facilities;
- Deactivation, decommissioning and disposal of nuclear weapons stockpiles and other nuclear waste;
- Safety analyses for high-hazard facilities and licensing for DOE sites;
- Threat assessments of public facilities and the development of force protection and security systems;
- Planning and conducting emergency preparedness exercises;
- First responder training for the military and other government agencies;
- Management and operations and maintenance of chemical agent and chemical weapon disposal facilities;
- Installation of monitoring technology to detect the movement of nuclear and radiological materials across national borders;
- Planning, design and construction of aircraft hangars, barracks, military hospitals and other government buildings;
- Environmental remediation and restoration for the redevelopment of military bases and other government installations; and
- Network and communications engineering, software engineering, IT infrastructure design and implementation, cyber defense and cloud computing technologies.

Infrastructure

We provide a broad range of the services required to build, expand and modernize infrastructure, including surface, air and rail transportation networks; ports and harbors; water supply, treatment and conveyance systems; and many types of facilities. We serve as the program manager, planner, architect, engineer, general contractor, constructor and/or construction manager for a wide variety of infrastructure projects, and we also provide operations and maintenance services when a project has been completed.

Our clients in our infrastructure market sector include local municipalities, community planning boards, state and municipal departments of transportation and public works, transit authorities, water and wastewater authorities, environmental protection agencies, school boards and authorities, colleges and universities, judiciary agencies, hospitals, ports and harbors authorities and owners, airport authorities and owners, and airline carriers.

Our project expertise in our infrastructure market sector encompasses services related to the following:

- Highways, interchanges, bridges, tunnels and toll road facilities;
- Intelligent transportation systems, such as traffic management centers;
- Airport terminals, hangars, cargo facilities and people movers;
- Air traffic control towers, runways, taxiways and aircraft fueling systems;
- Baggage handling, baggage screening and other airport security systems;
- Light rail, subways, bus rapid transit systems, commuter/intercity railroads, heavy rail and high-speed rail systems;
- Rail transportation structures, including terminals, stations, multimodal facilities, parking facilities, bridges and tunnels;

- Piers, wharves, seawalls, recreational marinas and small craft harbors;
- Container terminals, liquid and dry bulk terminals and storage facilities;
- Water supply, storage, distribution and treatment systems;
- Municipal wastewater treatment and sewer systems;
- Dams, levees, watershed and stormwater management, flood control systems and coastal restoration;
- Education, judicial, correctional, healthcare, retail, sports and recreational facilities; and
- Industrial, manufacturing, research and office facilities.

Oil and Gas

In the oil and gas market sector, we provide a wide range of planning, design, engineering, construction, production, and operations and maintenance services across the upstream, midstream and downstream supply chain. Our expertise supports the development of both conventional and unconventional oil and gas resources. While our work in this sector is focused primarily in the North American oil and gas market, we also support the worldwide operations of global oil and gas clients.

For oil and gas exploration and production, we provide transportation, engineering, construction, fabrication and installation, commissioning and maintenance services for drilling and well site facilities, equipment and process modules, site infrastructure and off-site support facilities. We also perform environmental and technology assessments for exploration and production projects to optimize recovery and minimize environmental impacts. For downstream refining and processing operations, we design and construct gas treatment and processing, refining and petrochemical facilities, and provide maintenance services. Our capabilities also include due diligence, permitting, compliance, environmental management, pollution control, health and safety, waste management and hazardous waste remediation.

Our project expertise in our oil and gas market sector encompasses services related to the following:

- Environmental assessments, permitting, compliance, air quality services, waste management and hazardous waste remediation;
- Planning, design, construction and construction management for gas treatment and processing, refining and petrochemical facilities;
- Construction of access roads and well pads, and field production facilities, such as wellhead gas processing equipment, gas compression stations, and oil storage tanks and related facilities;
- Pipeline planning, design, construction, installation, maintenance and repair;
- Energy-related transportation, including rig moving and oilfield equipment hauling services, mobile pressure and vacuum services, and fluid hauling;
- Electrical, mechanical and instrumentation services;
- Equipment and process module fabrication, installation and maintenance;
- Asset management and maintenance services, including routine plant maintenance, coordination of third-party services, sustaining capital projects, and shutdown turnaround services for oil sands production facilities, oil refineries and related chemical, energy, power and processing plants; and
- Demolition, asset recovery and property redevelopment and reuse of former oilfield sites, refineries and other oil and gas facilities.

Power

We plan, design, engineer, construct, retrofit and maintain a wide range of power-generating facilities, as well as the systems that transmit and distribute electricity. Our services include planning, siting and licensing, permitting, engineering, procurement, construction and construction management, facility start-up, operations and maintenance, upgrades and modifications, and decommissioning and closure. We provide these services to utilities, industrial co-generators, independent power producers, original equipment manufacturers and government utilities. We also specialize in the development and installation of clean air technologies that reduce emissions at both new and existing fossil fuel power plants. These technologies help power-generating facilities comply with air quality regulations.

Our project expertise in our power market sector encompasses services related to the following:

- Fossil fuel power generating facilities;
- Nuclear power generating facilities;
- Hydroelectric power generating facilities;
- Alternative and renewable energy sources, including biomass, geothermal, solar energy and wind systems;
- Transmission and distribution systems; and
- Emissions control systems.

Industrial

We provide a wide range of engineering, procurement and construction services for new industrial and process facilities and the expansion, modification and upgrade of existing facilities. These services include front-end studies, engineering and process design, procurement, construction and construction management, facility management, and operations and maintenance. Our expertise also includes due diligence, permitting, compliance, environmental management, pollution control, health and safety, waste management and hazardous waste remediation. For facilities that are no longer in use, we provide site decommissioning and closure services.

Our industrial clients represent a broad range of industries, including automotive, chemical, consumer products, pharmaceutical, manufacturing, and mining. Over the past several years, many of these companies have reduced the number of service providers they use, selecting larger, global multi-service contractors, like URS, in order to control costs.

Our project expertise in our industrial and commercial market sector encompasses services related to the following:

- Biotechnology and pharmaceutical research laboratories, pilot plants and production facilities;
- Petrochemical, specialty chemical and polymer facilities;
- Consumer products and food and beverage production facilities;
- Automotive and other manufacturing facilities;
- Pulp and paper production facilities; and
- Mines and mining facilities for base and precious metals, industrial minerals and energy fuels.

Representative Services

We provide program management; planning, design and engineering; systems engineering and technical assistance; information technology services; construction and construction management; operations and maintenance; management and operations; and decommissioning and closure services to U.S. federal government agencies, national governments of other countries, state and local government agencies both in the U.S. and overseas, and private sector clients representing a broad range of industries. Although we are typically the prime contractor, in some cases, we provide services as a subcontractor or through joint ventures or partnership agreements with other service providers.

The following table summarizes the services provided by our divisions for the year ended January 3, 2014.

Services	Divisions			
	Infrastructure & Environment	Federal Services	Energy & Construction	Oil & Gas
Program Management	✓	✓	✓	—
Planning, Design and Engineering	✓	✓	✓	—
Systems Engineering and Technical Assistance	—	✓	—	—
Information Technology Services	—	✓	—	—
Construction and Construction Management	✓	✓	✓	✓
Operations and Maintenance	✓	✓	✓	✓
Management and Operations	—	—	✓	—
Decommissioning and Closure	✓	✓	✓	—

✓**the division provides the listed service.

— the division does not provide the listed service.

Program Management. We provide the technical and administrative services required to manage, coordinate and integrate the multiple and concurrent assignments that comprise a large program – from conception through completion. For large military programs, which typically involve naval, ground, vessel and airborne platforms, our program management services include logistics planning, acquisition management, risk management of weapons systems, safety management and subcontractor management. We also provide program management services for large capital improvement programs, which typically involve the oversight of a wide variety of activities ranging from planning, coordination, scheduling and cost control to design, construction and commissioning.

Planning, Design and Engineering. The planning process is typically used to develop a blueprint or overall scheme for a project. Based on the project requirements identified during the planning process, detailed engineering drawings and calculations are developed, which may include material specifications, construction cost estimates and schedules. Our planning, design and engineering services include the following:

- Master planning;
- Land-use planning;
- Transportation planning;
- Technical and economic feasibility studies;
- Environmental impact assessments;
- Project development/design;
- Permitting;
- Quality assurance and validation;
- Integrated safety management and analysis;
- Alternative design analysis;
- Conceptual and final design documents;
- Technical specifications; and
- Process engineering and design.

We provide planning, design and engineering services for the construction of new transportation projects and for the renovation and expansion of existing transportation infrastructure, including bridges, highways, roads, airports, mass transit systems and railroads, and ports and harbors. We also plan and design many types of facilities, such as schools, courthouses and hospitals; power generation, industrial and commercial facilities; waste treatment and disposal facilities; water supply and conveyance systems and wastewater treatment plants; and corporate offices and retail outlets. Our planning, design and engineering capabilities also support homeland security and global threat reduction programs; hazardous and radioactive waste clean-up activities at government sites and facilities; and environmental assessment, due diligence and permitting at government, commercial and industrial facilities. We also provide planning, design and engineering support to U.S. federal government clients for major research and development projects, as well as for technology development and deployment.

Systems Engineering and Technical Assistance. We provide a broad range of systems engineering and technical assistance to all branches of the U.S. military for the design and development of new weapons systems and the modernization of aging weapons systems. We have the expertise to support a wide range of platforms including aircraft and helicopters, tracked and wheeled vehicles, ships and submarines, shelters and ground support equipment. Representative systems engineering and technical assistance services include the following:

- Defining operational requirements and developing specifications for new weapons systems;
- Reviewing hardware and software design data; and
- Developing engineering documentation for these systems.

We support a number of activities including technology insertion, system modification, installation of new systems/equipment, design of critical data packages, and configuration management.

Information Technology Services. We provide a broad range of IT services to U.S. federal government clients, including both civilian and defense agencies. Our expertise covers network and communications engineering, software engineering, IT infrastructure design and implementation, cyber defense and cloud computing technologies. Our services typically include:

- Assisting government agencies in developing, implementing and managing secure, federally compliant cloud computing technologies;
- Cyber defense services, including vulnerability assessments, policy development and management, compliance, incident response, disaster recovery and continuity of operations;
- Engineering, procuring, installing, certifying and operating IT networks; and
- Developing software applications for complex, multi-user, multi-platform systems.

Construction and Construction Management Services. We provide construction contracting and construction management services for projects involving transportation infrastructure; environmental and waste management; power generation and transmission; oil and gas, industrial, manufacturing, and water resources and wastewater treatment facilities; government buildings and other facilities; and mining projects. As a contractor, we are responsible for the construction and completion of a project in accordance with its specifications and contracting terms. In this capacity, we often manage the procurement and/or fabrication of materials, equipment and supplies; directly supervise craft labor; and manage and coordinate subcontractors. Our services typically include the following:

- Procuring specified materials and equipment;
- Work force planning and mobilization;
- Supervising and completing physical construction;
- Facility commissioning;
- Managing project milestone and completion schedules;
- Managing project cost controls and accounting;
- Negotiating and expediting change orders;
- Administering job site safety, security and quality control programs; and
- Preparing and delivering construction documentation, including as-built drawings.

As a construction manager, we serve as the client's representative to ensure compliance with design specifications and contract terms. In performing these services, we may purchase equipment and materials on behalf of the client; monitor the progress, cost and quality of construction projects in process and oversee and coordinate the activities of construction contractors. Our services typically include the following:

- Contract administration;
- Change order management;
- Cost and schedule management;
- Safety program and performance monitoring;
- Inspection;
- Quality control and quality assurance;
- Document control; and
- Claims and dispute resolution.

Operations and Maintenance. We provide operations and maintenance services in support of large military installations and operations, and hazardous facilities, as well as for transportation systems, oil and gas, industrial and manufacturing facilities, and mining operations. Our services include the following:

- Management of military base logistics, including overseeing the operation of government warehousing and distribution centers, as well as government property and asset management;
- Maintenance, modification, overhaul and life service extension services for military vehicles, vessels and aircraft;
- Management, maintenance and operation of chemical agent and chemical weapons disposal systems;
- Comprehensive military flight training services;
- Development and maintenance of high-security systems;
- Integrated facilities and logistics management for industrial and manufacturing facilities;
- Toll road, light rail and airport operations;
- Operating mine and metal and mineral processing facilities;
- Other miscellaneous services such as staffing, repair, renovation, predictive and preventive maintenance, and health and safety services;
- Oil rig moving, setup, and removal services;
- Pressure and vacuum services, and fluid hauling; and
- Asset management and maintenance services for oil sands production facilities, refineries and related chemical, energy, power and processing plants.

Management and Operations. As a contractor to the U.S. Department of Energy (DOE) and the U.K. Nuclear Decommissioning Authority (NDA), we manage and operate programs involving the cleanup of former uranium enrichment, plutonium production, nuclear research, fuel disassembly, and reprocessing sites in the U.S. and U.K. In addition, we are part of the management and operations teams at several DOE national laboratories. Our management and operations services include the following:

- Project and facility management;
- Design and engineering for nuclear applications;
- Nuclear facility construction;
- Nuclear decontamination and decommissioning;
- Nuclear and hazardous waste management and disposal services;
- Safety management;
- High-level radioactive waste-tank closure; and
- Waste repository management.

Decommissioning and Closure. We provide decommissioning and closure services to government agencies and to clients in the industrial, oil and gas, power, and mining industries. Our work involves the provision of environmental, engineering, remediation, demolition and reclamation services for military bases, chemical weapons depots, and other government installations, as well as for oil and gas, power generating, industrial and mining facilities that are no longer operational. Our decommissioning and closure services include:

- Site assessments;
- Planning, engineering, scoping surveys and cost estimating;
- Due diligence and permitting;
- Environmental remediation;
- Hazardous chemical and waste stabilization, treatment and disposal;
- Asset recovery and evaluation;
- Pipeline removal;
- Structure and facility demolition; and
- Reclamation, redevelopment and reuse.

Major Customers

Our largest clients are from our federal market sector. Within this sector, we have multiple contracts with our two major customers: the U.S. Army and the DOE. For the purpose of analyzing revenues from major customers, we do not consider the combination of all federal departments and agencies as one customer because the different federal agencies we serve manage separate budgets. As such, reductions in spending by one federal agency do not affect the revenues we could earn from another federal agency. In addition, the procurement processes for federal agencies are not centralized, and procurement decisions are made separately by each agency. The loss of large federal government clients, such as the U.S. Army or the DOE, would have a material adverse effect on our business; however, we are not dependent on any single contract on an ongoing basis. We believe that the loss of any single contract would not have a material adverse effect on our business.

Our revenues from the U.S. Army and the DOE by division for the years ended January 3, 2014, December 28, 2012, and December 30, 2011 are presented below:

	Year Ended		
	January 3, 2014	December 28, 2012	December 30, 2011
<i>(In millions, except percentages)</i>			
The U.S. Army ⁽¹⁾			
Infrastructure & Environment	\$ 125.2	\$ 128.4	\$ 141.7
Federal Services	1,098.8	1,495.8	1,351.1
Energy & Construction	151.0	130.8	199.5
Total U.S. Army	<u>\$ 1,375.0</u>	<u>\$ 1,755.0</u>	<u>\$ 1,692.3</u>
Revenues from the U.S. Army as a percentage of our consolidated revenues	13%	16%	18%
DOE			
Infrastructure & Environment	\$ 4.7	\$ 5.6	\$ 5.9
Federal Services	18.0	27.7	26.8
Energy & Construction	808.5	956.4	1,236.3
Total DOE	<u>\$ 831.2</u>	<u>\$ 989.7</u>	<u>\$ 1,269.0</u>
Revenues from DOE as a percentage of our consolidated revenues	8%	9%	13%
Revenues from the federal market sector as a percentage of our consolidated revenues	34%	40%	49%

(1) The U.S. Army includes U.S. Army Corps of Engineers.

Competition

Our industry is highly fragmented and intensely competitive. We have numerous competitors, ranging from small private firms to multi-billion dollar companies. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors. Some of our competitors have achieved greater market penetration in some of the markets in which we compete and have substantially more financial resources and/or financial flexibility than we do. To our knowledge, no individual company currently dominates any significant portion of our markets.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long-term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our national and international network in nearly 50 countries, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff.

Our Infrastructure & Environment, Federal Services, Energy & Construction, and Oil & Gas Divisions operate in similar competitive environments. The divisions compete based on performance, reputation, expertise, price, technology, customer relationships and a range of service offerings. The following is a list of primary competitors for each of our divisions:

- The primary competitors of our Infrastructure & Environment Division include AECOM Technology Corporation, CH2M Hill Companies, Ltd., Chicago Bridge & Iron Company, Fluor Corporation, Jacobs Engineering Group Inc., and Tetra Tech, Inc.
- The primary competitors of our Federal Services Division include AECOM Technology Corporation, BAE Systems, Booz Allen Hamilton, CACI International Inc., CH2M Hill Companies, Computer Sciences Corporation, Dyncorp International, Fluor Corporation, Jacobs Engineering Group Inc., L-3 Communications Holdings Inc., ManTech International Corporation, Parsons Corporation, SAIC, Inc., and Serco Group plc.
- The primary competitors of our Energy & Construction Division include AMEC, Bechtel Corporation, Black & Veatch Corporation, CH2M Hill Companies, Ltd., Chicago Bridge & Iron Company, Fluor Corporation, Granite Construction Company, Jacobs Engineering Group Inc., KBR, Inc., Kiewit Corporation, Quanta Services, Inc., Skanska Group, The Babcock & Wilcox Company, and WorleyParsons, Ltd.
- The primary competitors of our Oil & Gas Division include Acon Group Inc., Big Country Energy Services LP, EnerMAX Services, J.V. Driver, Jacobs Engineering Group Inc., Ledcor Construction, Matrix Services, Mullen Group Ltd., Kiewit Corporation, TransForce Inc., and Willbros Group, Inc.

Book of Business

For the purpose of calculating our book of business, we determine the amounts of all contract awards that may potentially be recognized as revenues. We also include an estimate of the equity in income of unconsolidated joint ventures over the life of the contracts in our book of business. We categorize the amount of our book of business into backlog, option years and indefinite delivery contracts (“IDCs”), based on the nature of the award and its current status.

Backlog. Our contract backlog represents the monetary value of signed contracts, including task orders that have been issued and funded under IDCs and, where applicable, a notice to proceed has been received from the client that is expected to be recognized as revenues or equity in income of unconsolidated joint ventures as services are performed.

The performance periods of our contracts vary widely from a few months to many years. In addition, contract durations often differ significantly among our divisions. As a result, the amount of revenues that will be realized beyond one year also varies from segment to segment. As of January 3, 2014, we estimated that approximately 60% of our total backlog would not be realized within one year, based upon the timing of awards and the long-term nature of many of our contracts; however, no assurance can be given that backlog will be realized at this rate.

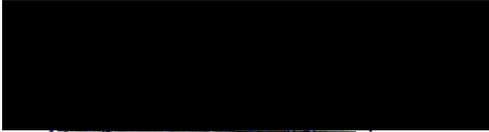


APPENDIX C – EX PARTE COMMUNICATIONS CERTIFICATE

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 **August 27, 2014.**



Richard A. Hart, Vice President
SIGNATURE

September 12, 2014

DATE

OR

I certify that Proposer or Proposer’s representatives have communicated after **August 27, 2014** with a City Councilmember concerning **RFP NO. 1175 Initial Study / Mitigated Negative Declaration** Services. A copy of all such communications is attached to this form for public distribution.

SIGNATURE

DATE



APPENDIX D – PRICE PROPOSAL FORM



PRICING PROPOSAL FORM

RFP NO. 1175 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
Tom Holm	\$188	48	\$9,024	N/A
Jennifer Ziv	\$165	12	\$1,980	N/A
Glenn DeBerg	\$88	140	\$12,320	N/A
Tin Cheung	\$158	40	\$6,320	N/A
Nathan Chase	\$119	40	\$4,760	N/A
Noel Casil	\$162	10	\$1,620	N/A
Ted Lindberg	\$150	10	\$1,150	N/A
Chris Goetz	\$168	8	\$1,344	N/A
Janet Tentler	\$87	12	\$1,044	N/A
Dustin Kay	\$97	12	\$1,164	N/A
GIS/Graphics Specialist	\$85	18	\$1,530	N/A
Direct Cost (printing, postage, records search)	N/A	N/A	\$2,000	N/A
Contingency (@2%)	N/A	N/A	\$884	N/A

Total Estimated Annual Price	\$45,140
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APPENDIX E – DISQUALIFICATIONS QUESTIONNAIRE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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



APPENDIX F – DISCLOSURE OF GOVERNMENT POSITIONS

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 - data is not maintained to our knowledge.

EXHIBIT C
FEE SCHEDULE



PRICING PROPOSAL FORM

RFP NO. 1175 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
Tom Holm	\$188	48	\$9,024	N/A
Jennifer Ziv	\$165	12	\$1,980	N/A
Glenn DeBerg	\$88	140	\$12,320	N/A
Tin Cheung	\$158	40	\$6,320	N/A
Nathan Chase	\$119	40	\$4,760	N/A
Noel Casil	\$162	10	\$1,620	N/A
Ted Lindberg	\$150	10	\$1,150	N/A
Chris Goetz	\$168	8	\$1,344	N/A
Janet Tentler	\$87	12	\$1,044	N/A
Dustin Kay	\$97	12	\$1,164	N/A
GIS/Graphics Specialist	\$85	18	\$1,530	N/A
Direct Cost (printing, postage, records search)	N/A	N/A	\$2,000	N/A
Contingency (@2%)	N/A	N/A	\$884	N/A

Total Estimated Annual Price	\$45,140
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EXHIBIT E
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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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;

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- 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.