

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
MICHAEL BAKER INTERNATIONAL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 7, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Consultant"), and DeNova Homes, a California corporation ("Applicant"). City, Consultant, and Applicant shall collectively be known as "Parties".

WITNESSETH

WHEREAS, City proposes to utilize the professional services ("Services") of Consultant and Applicants as independent contractors to provide an addendum to the initial study/mitigated negative declaration ("Project"), as more fully described herein; and

WHEREAS, Consultant and Applicant represent that they have the degree of specialized expertise contemplated within California Government Code Section 37103, and hold all necessary licenses to practice and perform the Services herein contemplated; and

WHEREAS, the Parties desire to contract for the Services described in Request for Proposal ("RFP"), attached and incorporated herein as "Exhibit A," which sets forth their rights, duties and liabilities in connection with the Services to be performed; and

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:

TERMS AND CONDITIONS

1.0. SERVICES PROVIDED BY CONSULTANT AND APPLICANT

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

1.2. Professional Practices. All professional Services to be provided by Consultant and Applicant 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 and Applicant 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 performance of the Consultant and Applicant during this Agreement.

1.3. Performance to Satisfaction of City. Consultant and Applicant agree 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 and Applicant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant and Applicant 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 and Applicant 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 and Applicant 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 and Applicant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant and Applicant 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 and Applicant 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 their 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 and Applicant 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 and Applicant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant and Applicant 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 and Applicant 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 and Applicant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant and Applicant shall be paid in accordance with the Fee Schedule set forth in "Exhibit C," attached hereto and made a part of this Agreement ("Fee Schedule"). Total compensation of Consultant and Applicant shall not exceed Forty Six Thousand Dollars and Five Hundred Seven Dollars (\$46,507.00).

2.2. Additional Services. Consultant and Applicant 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 and Applicant 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 and Applicant 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 Services of Consultant and Applicant, which have been completed to City's sole satisfaction. City shall pay Consultant's and Applicant'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 and Applicant 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 Services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said Services shall be performed in strict compliance with the Project Schedule approved by City as set forth in "Exhibit D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended in writing, by mutual agreement, of the Parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. None of the Parties shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on March 6, 2017 ("Initial Term"), unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. Parties may exercise to renew the Initial Term in one (1) year terms for one (1) renewal/extension terms. The intent of this Agreement is to provide for the time, services, and compensation to complete the Project.

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 and Applicant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant and Applicant 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 and Applicant 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 and Applicant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant and Applicant 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 and Applicant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant and Applicant 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 and Applicant 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 and Applicant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any Services under this Agreement. The certificates of insurance shall be attached hereto as "Exhibit E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant and Applicant 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 understanding 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 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 and Applicant 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 and Applicant 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 and Applicant in the performance of this Agreement.

Consultant and Applicant 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:

Michael Baker International
Attn: Glenn Lajoie
14725 Alton Parkway
Irvine, CA 92618
Tel: (949) 472-3505
gal@mbakerintl.com

IF TO CITY:

City of Costa Mesa
Attn: Mel Lee, Development Services
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5611
mel.lee@costamesaca.gov

IF TO APPLICANT:

DeNova Homes
Attn: Alan Toffoli
3 Hughes Parkway
Irvine, CA 92618
Tel: (949) 768-2535
atoffoli@denovahomes.com

Courtesy Copy to CITY:

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

6.5. Drug-free Workplace Policy. Consultant and Applicant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as "Exhibit F" and incorporated herein by reference. Failure, by Consultant or Applicant, 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 and Costs. 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 and costs, 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 and Applicant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's or Applicant'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 and Applicant of their respective obligations to perform all other obligations to be performed by Consultant and Applicant hereunder for the Term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant and Applicant agree to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at the sole expense of Consultant and Applicant, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent performance of the Consultant Consultant and Applicant, their 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 and Applicant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as their basis the negligence, errors, omissions or misconduct of the Consultant and Applicant, their 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 and Applicant, their employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant and/or Applicant, their employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant and Applicant 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 Proposal of Consultant and Applicant, which shall be of no force and effect.

6.10. Independent Contractors. Consultant and Applicant is and shall be acting at all times as independent contractors and not as employees of City. Consultant and Applicant 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 and Applicant or any of Consultant or Applicant employees, except as set forth in this Agreement. Consultant and Applicant 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 and Applicant shall secure, at their 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 Applicant, and their officers, agents, and employees, and all business licenses, if any are required, in connection with the Services to be performed hereunder. Consultant and Applicant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationships created by this Agreement. Consultant and Applicant further agree to indemnify and hold City harmless from any failure of Consultant and Applicant 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 and Applicant under this Agreement any amount due to City from Consultant and Applicant as a result of failure by Consultant and Applicant to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant and Applicant, or any employee, agent, or subcontractor of Consultant and Applicant, 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 and Applicant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant and Applicant, or their 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 Applicant, and any of their 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 and Applicant's performance or Services rendered under this Agreement, Consultant and Applicant 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 and Applicant, or any of their subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant and Applicant agree 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 and Applicant. City shall indemnify and hold harmless Consultant and Applicant 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 and Applicant. 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 and Applicant 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 and Applicant, or any of their 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 and Applicant 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, Applicant, and their officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant and Applicant'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 Applicant, and their 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 and Applicant are not currently performing work that would require Consultant, Applicant, or one of their 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 and Applicant shall be responsible for its work and results under this Agreement. Consultant and Applicant, 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 and/or Applicant occurs, then Consultant and/or Applicant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant or Applicant 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 and Applicant 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, Consultant, Applicant, 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 either Party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments and Modifications. Only a writing executed by the Parties hereto, or their respective successors and assigns, may amend this Agreement. Modification may not occur through performance.

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 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

[Redacted Signature]

Chief Executive Officer

Date: 3/16/16

[Redacted Signature]

Finance Director | Interim

Date: 03.14.16

CONSULTANT

[Redacted Signature]

Signature

Richard Beck, VP

Name and Title

Date: 3/10/14

[Redacted Signature]

Social Security or Taxpayer ID Number

APPLICANT

[Redacted Signature]

Signature

Alan Torkow - Pres

Name and Title

Date: 3/10/16

[Redacted Signature]

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

Date: 03/16/16

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 3/12/16

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 3/11/16

DEPARTMENT HEAD APPROVAL:

[Redacted Signature]

Director Of Development Services

Date: 3-11-16

ATTEST:

[Redacted Signature]

City Clerk



Date: 3-22-16

EXHIBIT A
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

FOR

Initial Study/Mitigated Negative Declaration

RFP No. 16-24

FAST TRACK

Development Services Department

CITY OF COSTA MESA

Released on Thursday, January 14, 2016

**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
REQUEST FOR PROPOSAL (RFP 16-24)**

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 for 929 Baker Street. The term is expected to be for one year.

1. BACKGROUND

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

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

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

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

2. SCHEDULE OF EVENTS

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

Release of RFP	January 14, 2016
Deadline for Written Questions (4:00 PM)	January 21, 2016
Responses to Questions Posted on Web	January 25, 2016
Proposals are Due (4:00 PM)	January 29, 2016

Approval of Contract

February 2016

*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. DeNova Homes (929 Baker Street) has submitted a rezone and planning application to the City of Costa Mesa for the following:

The proposed site plan is designed with a type of density, scale and character similar to that of neighboring subdivisions. The Design Review requests an alternative minimum open space of 39%, where the zoning code requires 40%. The alternative minimum open space requirement would allow for an additional 15 guest parking spaces. It should be noted that the minimum open space of 40% is attainable but at an impact to the proposed development. The resulting layout would have only 3 guest parking spaces. It is requested that the City of Costa Mesa approve the proposed alternative minimum open space requirement. The work activity includes preparation of an **Initial Study/ Mitigated Negative Declaration**. The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

Project Summary

- Owner/Developer – DeNova Homes
- Tentative Tract No. – 17980
- Area – 4.71 Acres
- Numbered Lots – 1
- Lettered Lots – N/A
- No. of Units – 56
- Density – 11.9 DU/AC
- General Plan Designation – Residential
- Existing Zoning Designation – R2-MD Multiple Family Residential
- Proposed Zoning Designation – R2-MD Multiple Family Residential
- Site Address – 929 Baker Street

The site is physically suitable for the proposed residential project. As can be seen in the submitted site plans and elevations, the proposed development is compatible with general character of the zoning code due to the relationship in scale, bulk, coverage and density consistent with surrounding land uses. The project is internal in nature and therefore will not have an adverse impact on the existing neighborhoods.

TECHNICAL STUDIES

Provided by the Applicant Upon Award of the Contract:

- Traffic Study

- Noise Study
- Phase 1 Environmental Site Assessment

Provided by the City:

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

Provided by the Consultant:

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

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

4. TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

Proposals Due	January 29, 2016
Consultant Selection	February 2016
Execution of PSA (City Council Approval May Be Req.)	February 2016
Kick-Off Meeting	Late February 2016
Screen check Draft Due to City for Review	March 2016
Draft IS/MND Circulation	March 2016
Response to Comments	April 2016
Public Hearing(s)	April 2016

5. PROPOSAL FORMAT GUIDELINES

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

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

- **Vendor Application Form and Cover Letter**

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

- **Background and Project Summary Section**

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

- **Methodology Section**

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

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

6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

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

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

- **Qualifications**

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

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

A summary of your firm's or the 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

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

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

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

(4) Disqualifications Questionnaire

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

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

- **Preparation of Proposal**

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

- **Number of Proposals**

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

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on Friday, January 29, 2016 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: Initial Study/Mitigated Negative Declaration

RFP No. 16-24

- **Inquiries**

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

Mel Lee, Senior Planner

mel.lee@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, <http://www.costamesaca.gov/Modules/ShowDocument.aspx?documentid=19229>; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **January 25, 2016**. The City reserves the right not to answer all questions.

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

• **Conditions for Proposal Acceptance**

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

7. EVALUATION CRITERIA

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

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

Total-----100%

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

A. Responsiveness Screening

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

B. Initial Proposal Review

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

C. Interviews, Reference Checks, Revised Proposals, Discussions

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

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact

any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

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

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

9. PROTEST PROCEDURES

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

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

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from

disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

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

11. EX PARTE COMMUNICATIONS

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

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

12. CONFLICT OF INTEREST

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

13. DISCLOSURE OF GOVERNMENTAL POSITION

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

14 CONDITIONS TO AGREEMENT, IF ANY.

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

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

15. DISQUALIFICATION QUESTIONNAIRE

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

prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

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

Cost for Preparing Proposal

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

Insurance Requirements

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

EXHIBIT B
CONSULTANT'S RESPONSE



**City of Costa Mesa
Proposal for the DeNova Homes Project
Initial Study/Mitigated Negative Declaration**

This page intentionally left blank.



TABLE OF CONTENTS

I.	Background and Project Summary	1
1.0	Understanding of the City.....	1
2.0	Understanding of the Project Site	1
3.0	Understanding of the Proposed Project.....	1
II.	Methodology.....	3
1.0	Project Kick-Off and Project Characteristics.....	3
2.0	CEQA Initial Study/Assessment	3
2.1	Introduction	3
2.2	Project Description	3
2.3	Initial Study Checklist.....	4
2.4	Environmental Analysis.....	4
2.5	Initial Study Determination	9
2.6	Graphic Exhibits	9
3.0	Draft Initial Study.....	9
4.0	Mitigated Negative Declaration Preparation	9
5.0	Final Initial Study/Mitigated Negative Declaration	10
5.1	Response to Comments.....	10
5.2	Mitigation Monitoring and Reporting Program	10
5.3	Completion of Final Environmental Document.....	10
6.0	Project Management and Meetings.....	11
7.0	Preliminary CEQA Schedule	12
III.	Staffing	13
IV.	Qualifications	15
1.0	Michael Baker International	15
2.0	Relevant Projects	16
V.	Financial Capacity	23
VI.	Fee Proposal.....	25
VII.	Disclosure.....	27
VIII.	Sample Agreement	29

APPENDICES

- A – Forms
- B – Financial Capacity
- C – Resumes



**City of Costa Mesa
Proposal for the DeNova Homes Project
Initial Study/Mitigated Negative Declaration**

This page intentionally left blank.



I. BACKGROUND AND PROJECT SUMMARY

1.0 UNDERSTANDING OF THE CITY

The City of Costa Mesa, located one mile from the Pacific Coast in the heart of Orange County, is one of California's most eclectic and vibrant cities. Costa Mesa encompasses 16 square miles and has a population of about 110,000. Since its incorporation in 1953, Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with robust local economy that generates tax revenues of about \$100 million annually. A general law city, Costa Mesa has a council-manager form of government and staff of approximately 450 full-time employees.

2.0 UNDERSTANDING OF THE PROJECT SITE

The approximate 4.71-acre project site is located at 929 Baker Street (Assessor's Parcel Number [APN] 141-242-03). The project site currently consists of the Baker Street Self Storage Facility, which contains storage units ranging from 25 to 5,000 square feet. The facility operates seven days a week and also has provisions for recreational vehicle and boat storage. Based on the *City of Costa Mesa 2000 General Plan Land Use Map*, the project site is designated as Medium Density Residential. The *City of Costa Mesa Zoning Map*, dated June 8, 2015, designates the project site as R2-MD (Multiple Family Residential). Surrounding land uses include condominium residential uses to the north, Sommerset CitiHomes; the Newport Mesa Unified School District Education Center to the east; Sonora Elementary School to the south and southeast; and single-family residential uses to the west and southwest.

3.0 UNDERSTANDING OF THE PROPOSED PROJECT

It is our understanding that the Applicant is proposing the demolition of the existing Baker Street Self Storage Facility in order to construct a new residential development with 56 dwelling units. The Applicant is requesting a Design Review to allow for an alternative minimum open space of 39 percent (the code currently requires 40 percent). The alternative minimum open space requirement would allow for an additional 15 guest parking spaces. New ornamental landscaping (including trees, shrubs, and grasses) would be installed along the northern portion of the project site (along Baker Street), as well as within the common areas along the internal roadways. A pocket park would also be provided with amenities such as a play structure, rubberized play surface, picnic tables, and pedestal-style BBQ's. The proposed project would not require a rezone of the project site or a General Plan Amendment.



City of Costa Mesa
Proposal for the DeNova Homes Project
Initial Study/Mitigated Negative Declaration

This page intentionally left blank.



II. METHODOLOGY

The work program considers the preparation of an Initial Study as the supporting analysis for a Mitigated Negative Declaration. The project kick-off will confirm the project description, references, scheduling, and site visit. The Initial Study will be prepared in accordance with the CEQA Guidelines Sections 15063, 15070- 15075, 15102, 15105, and 15107. Each topical area will be analyzed, mitigation incorporated, as necessary, and significance of impacts will be concluded. Key information used to analyze the project's potential impacts will be included, with brief explanations and evidence to support each conclusion. The Initial Study will address short-term (construction-related) and long-term (operational) impacts, as well as direct and indirect impacts.

Michael Baker will serve as an extension of City staff to ensure that the entire CEQA process is conducted in a comprehensive manner and considers recent CEQA legislation and reviewing agency requirements.

1.0 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS

The work program will be initiated with a kick-off meeting with City representatives to discuss the project features in greater detail. Prior to the kick-off, Michael Baker will distribute a meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off, Michael Baker will draft a preliminary project description for review and approval by City Staff.

2.0 CEQA INITIAL STUDY/ASSESSMENT

Michael Baker will prepare an Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The Initial Study report will be presented as follows:

2.1 INTRODUCTION

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of Costa Mesa CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the study and statutory authority as well as document scoping procedures, summary of the Initial Study/Mitigated Negative Declaration format, listing of responsible and trustee agencies, and documentation incorporated by reference.

2.2 PROJECT DESCRIPTION

The Project Description section will detail the project location, background, and history of the project; discretionary actions; and project characteristics, goals and objectives, construction program, phasing, agreements, and required permits and approvals that are essential based on



available information. Exhibits depicting the regional and site vicinity, site plan, and preliminary landscape concept plan will be included in this section.

2.3 INITIAL STUDY CHECKLIST

This section will include a summary page of project information followed by an explanation of factors considered for potential impacts. The Initial Study Checklist will be presented in a four column layout, identifying: (1) potentially significant impacts, (2) potentially significant impacts unless mitigated, (3) less than significant impacts, and (4) issues resulting in no impacts.

2.4 ENVIRONMENTAL ANALYSIS

Michael Baker will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised by City staff, agencies and the community, and any other relevant and valid informative sources will also be evaluated. The Environmental Analysis sections will provide vital supporting information for the conclusions rendered for the Environmental Checklist. This section will review the following issues:

A. AESTHETICS/LIGHT AND GLARE

This section will characterize the existing aesthetic environment and visual resources for the site, including a discussion of views within the site and views from surrounding areas. The analysis will also consider the potential for the modification of the surrounding character/quality. The compatibility of the proposed land uses and building materials, as compared to the surrounding area, will be studied. Michael Baker will incorporate and address the architectural design for the proposed development. Potential visual impacts from surrounding uses will be reviewed.

B. AGRICULTURAL AND FOREST RESOURCES

The project area is not designated for agricultural production or forest resources, thus, the Initial Study will confirm that there is no effect on Agricultural and Forest Resources.

C. AIR QUALITY

The project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Baseline meteorological and air quality data from the nearest monitoring station (Costa Mesa) will be utilized for the description of existing ambient air quality.

Michael Baker will quantify construction emissions with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and their timing will be



required. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. Michael Baker will also qualitatively discuss naturally occurring asbestos impacts.

Michael Baker will quantify operational (i.e., area and mobile source) emissions and provide a comparison to the SCAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing CalEEMod. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the *2012 Air Quality Management Plan* will also be evaluated.

The project is located within the SCAQMD's Source Receptor Area 18 (North Orange County Coastal). Based on localized meteorological data for SRA 18, Michael Baker will analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology. Due to the low volume of heavy truck traffic along State Route 73 which is to the east of the site, diesel particulate matter impacts are not anticipated to be a concern in relation to SCAQMD's thresholds.

D. BIOLOGICAL RESOURCES

Michael Baker will incorporate any applicable background information prepared for other projects, as provided by the City, if available. Given the developed nature of the project area and disturbed nature of the project site, no sensitive biological species or habitat is expected to occur on-site. On-site conditions will be confirmed.

E. CULTURAL RESOURCES

Michael Baker will incorporate any applicable background information prepared for other projects, as provided by the City, if available. The analysis will cite the provisions of CEQA Guidelines 15064.5 (Historical and Archaeological Resources). Given the developed nature of the project area and disturbed nature of the project site, no cultural resources are expected to occur on-site. Further, based on the Historic and Cultural Resources Element of the General Plan, the existing on-site structures are not anticipated to be considered historical resources. These findings will be documented in the Initial Study. Michael Baker will prepare any tribal consultation request letters for the City, as the required Assembly Bill (AB) 52. Should any tribes request further consultation with the City, Michael Baker can facilitate these consultation discussions under a separate scope and fee.

F. GEOLOGY AND SOILS

Based upon the City's General Plan EIR, the analysis will identify existing regional and site specific geologic and soils constraints. The project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure (i.e., liquefaction), and landslides. This section will also



Identify recommended mitigation to avoid or reduce potential impacts to the extent feasible, such as erosion control criteria and grading requirements, to ensure consistency with City of Costa Mesa grading standards/policies.

G. GREENHOUSE GAS/GLOBAL CLIMATE CHANGE

Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). Construction related GHG emissions will also be quantified and evaluated. The emissions inventory will be quantified with CalEEMod. The analysis will determine the project's impact by determining if the project exceeds the SCAQMD screening threshold (per the *Center for Biological Diversity v. California Department of Fish and Wildlife* [Newhall Ranch] court case, a "Business-as-Usual" GHG threshold will not be utilized). The GHG reduction associated with the project's design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (*Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures* [dated September 2010]).

H. HAZARDS AND HAZARDOUS MATERIALS

Michael Baker's in-house hazardous materials specialists will perform a technical peer review of the Applicant-provided Phase I Environmental Site Assessment (ESA). Based on the Phase I ESA, Michael Baker will document the existing hazards and hazardous materials conditions at the project site. Potential accidental conditions, particularly during construction, involving hazardous materials will be analyzed. Further, the proposed project's consistency with hazards-related impacts from John Wayne Airport will be considered. The project's consistency with the City Emergency Operations Plan will be identified. Should a potentially significant impact arise, Michael Baker will recommend mitigation measures to reduce these impacts to the extent feasible.

I. HYDROLOGY AND WATER QUALITY

Michael Baker will conduct a peer review of the Hydrology/Water Quality Assessment that will be provided by the Applicant team. The Hydrology/Water Quality Assessment review will verify existing and proposed condition runoff analyses that are in conformance with City drainage guidelines, FEMA, Orange County Flood Control District, and address all hydrology related CEQA guidelines. Existing and proposed hydrology maps and calculations will be reviewed, and any on-site or nearby off-site capacity issues associated with the storm drain will be identified.

Michael Baker will summarize the findings of the analysis and will summarize existing infrastructure, existing flow rates, possible impacts of development, and potential mitigation requirements. The analysis will be conducted at a planning level to determine impacts and propose mitigation measures, if necessary.



J. LAND USE AND PLANNING

Michael Baker will incorporate any applicable background information prepared for other projects, as provided by the City, if available. The proposed project will require detailed environmental review for consistency with City standards and policies, as well as careful consideration of adjacent uses. The interface of the project with nearby uses and, in particular, the uses immediately adjacent to the site will be studied. The proposed project would not require a Zoning or General Plan Amendment. Michael Baker will evaluate the proposed project in consideration of surrounding land uses and will analyze the relationship of the project to applicable planning policies.

K. MINERAL RESOURCES

The analysis will note that there is no affect of the project upon mineral resources.

L. NOISE

Michael Baker's in-house acoustical specialists will perform a technical peer review of the Applicant-provided Noise Study for compliance with City of Costa Mesa requirements and adequacy for inclusion in the Initial Study. It is assumed the noise study will address the following impact areas:

- Traffic related noise effects due to the proximity to State Route 73 and Baker Street;
- Potential noise impacts due to the proximity to Sonora Elementary School and the Newport Mesa Education Center; and
- Construction noise and vibration impacts to surrounding sensitive uses.

This scope assumes one round of review, and a second review to confirm our comments have been incorporated. The results of the Noise Study will be incorporated into the Initial Study.

M. POPULATION AND HOUSING

Michael Baker will provide a project specific analysis of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The basis for analysis will be population and housing data from the City of Costa Mesa, California Department of Finance, and U.S. Census. Growth-inducing impacts are assessed based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing, and employment factors.



N. PUBLIC SERVICES

Michael Baker will incorporate any applicable background information prepared for other projects, as provided by the City, if available. Michael Baker will contact potentially affected agencies to confirm relevant existing conditions, project impacts, and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, and the increased demand on services based on the proposed land uses. Michael Baker will evaluate the ability of the project to receive adequate service based on applicable standards and, where adequate services are not available, will identify the effects of inadequate service and recommend mitigation measures.

O. RECREATION

The discussion will focus on the potential for increased demand to recreation facilities associated with the proposed project. Michael Baker will identify existing facilities and the ability of these facilities to serve the proposed project. Where adequate facilities are not available, Michael Baker will identify the effects of inadequate facilities and recommended mitigation measures.

P. TRANSPORTATION AND TRAFFIC

Michael Baker's in-house traffic specialists will perform a technical peer review of the Traffic Study to be submitted by the Applicant for compliance with City of Costa Mesa requirements and adequacy for inclusion in the Initial Study. Michael Baker will consult with City staff to verify that the methodology, study area, and performance criteria established within the Applicant's study area accurate. The peer review will verify the adequacy of the parameters for the analysis of impacts to local roadways and State Highways. Michael Baker will review recommendations for potential mitigation measures to ensure they are adequate and applicable to minimize impacts related to the project. The results of the peer review will be documented in a memorandum to be submitted to City staff. This task assumes that the Applicant-prepared Traffic Study will adequately address impact criteria under Appendix G of the CEQA Guidelines, with a clear methodology for determining impacts under City and Caltrans thresholds (if applicable). The results of the Traffic Study will be incorporated into the Initial Study.

Q. UTILITIES

Michael Baker will contact potentially affected agencies to confirm relevant existing conditions, project impacts, and recommended mitigation measures. The ability of the existing infrastructure to support development will be confirmed in terms of increased demand/generation of utilities. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities, and the increased demand on services based on the proposed land uses.



R. MANDATORY FINDINGS OF SIGNIFICANCE

This section will focus on cumulative effects and considerations.

2.5 INITIAL STUDY DETERMINATION

The determination page will conclude the appropriate action based upon the Initial Study evaluation.

2.6 GRAPHIC EXHIBITS

The environmental document will include exhibits to enhance the written text and clarify the proposed project environmental impacts. Michael Baker will use state-of-the-art computer design equipment and techniques to create professional quality, black and white or full color exhibits, dividers, and covers for the environmental document and Appendices. All exhibits will be 8½" x 11" in size and will be provided to the City in a jpeg or pdf, as requested by City staff.

3.0 DRAFT INITIAL STUDY

In order to save natural resources, Michael Baker will submit an electronic copy of the Draft Initial Study for review and comment by the City. Michael Baker will also submit an electronic "proofcheck copy" of the final draft document, which will incorporate one complete set of comments received from the City. Changes to the draft document will be highlighted to assist the review. Additional hard copies can be provided by Michael Baker, as requested by the City, for an additional fee on a time-and-materials basis.

Deliverables for the Administrative Draft Document

- One (1) electronic copy of the Administrative Draft document, exhibits, and Technical Appendices
- One (1) electronic copy of the Proofcheck Draft document, exhibits, and Technical Appendices

4.0 MITIGATED NEGATIVE DECLARATION PREPARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared. Following this determination, Michael Baker will prepare the Notice of Intent (NOI) to Adopt for City review and the electronic (PDF format) of the Public Review Draft Mitigated Negative Declaration. Michael Baker will file the NOI at the Orange County Recorder's Office. Michael Baker will provide the submittal to the State Clearinghouse and additional distribution as directed by the City.



Deliverables for the Draft Environmental Document

- Fifteen (15) copies of the State Clearinghouse Summary Form
- Fifteen (15) CDs that contain the Draft Document for State Clearinghouse submittal
- Thirty (30) copies of the Notice of Intent
- One (1) electronic copy of the Draft document, exhibits, and Technical Appendices
- Notice of Intent Filing

Additional hard copies can be provided by Michael Baker, as requested by the City, for an additional fee on a time-and-materials basis.

5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

5.1 RESPONSE TO COMMENTS

Michael Baker will respond to comments received on the Draft Environmental document during the public review period, and any additional comments raised during the public hearings. For budgeting purposes, we have assumed a total of 12 hours to prepare the Response to Comments. Michael Baker will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft document (includes review of hearing transcripts, as required). The draft responses will be prepared for review by City Staff.

5.2 MITIGATION MONITORING AND REPORTING PROGRAM

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation.

5.3 COMPLETION OF FINAL ENVIRONMENTAL DOCUMENT

Michael Baker will prepare a draft final document for City review and approval. The Final document will consist of the revised Draft text, as necessary to address the comments received on the Draft document. The Final document will include a purpose subsection, reference the review process, comments received, responses and any required edits/updates to the Public Review document. Also included in the final document is the Mitigation Monitoring Program in accordance with Public Resources Code Section 21081.6 (AB 3180). Michael Baker will prepare the Notice of Determination and will file the notice at the Orange County Recorder's Office. This scope of work excludes the required fees for the California Department of Fish and Wildlife (CDFW).



Deliverables for the Final Environmental Document

- One (1) electronic copy of the Draft Responses to Comments
- One (1) electronic copy of the Final Responses to Comments
- One (1) electronic copy of the Draft Mitigation Monitoring and Reporting Program
- One (1) electronic copy of the Final Mitigation Monitoring and Reporting Program

Deliverables for the Certified Environmental Document

- One (1) unbound camera-ready original of the Final document, exhibits and Technical Appendices
- One (1) electronic copy of Final document, including exhibits and Technical Appendices
- Notice of Determination filing

Additional hard copies can be provided by Michael Baker, as requested by the City, for an additional fee on a time-and-materials basis.

6.0 PROJECT MANAGEMENT AND HEARINGS

Mr. Eddie Torres, will be responsible for management and supervision of the environmental review as well as consultation with the City. Mr. Torres will undertake consultation and coordination of the project and the environmental review for compliance with CEQA requirements. Mr. Torres will also attend scheduled staff meetings and will represent the Project Team at public hearings and make presentations as necessary. Should the City determine that additional meetings, beyond the meetings listed below, are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately \$600 per person.

- One (1) kick-off meeting with City Staff (Refer to Task 1.0);
- One (1) Planning Commission Hearing; and
- One (1) City Council Hearing.



7.0 PRELIMINARY CEQA SCHEDULE

The following is the preliminary CEQA schedule:

Kick-Off Meeting	February 2016
Draft Project Description Preparation	February 2016
Michael Baker Completes Peer Reviews	Early March 2016
Submittal of the Administrative Draft Initial Study/MND	March 2016
City Review of Administrative Draft Initial Study/MND	March 2016
Print and distribute Public Review Draft Initial Study/MND	April 2016
30-Day Public Review	April 2016
Michael Baker prepares Final Initial Study/MND	May 2016
Planning Commission Hearing	TBD

* This timeframe assumes that the Applicant prepared studies will be completed prior to the Kickoff Meeting and all Applicant-responses to Peer Review inquiries are conducted prior to submittal of the Administrative Draft IS/MND. This schedule also assumes receiving a written notice to proceed by the second week of February 2016.



III. STAFFING

The Michael Baker Management Team will provide close coordination with the City, ensure technical accuracy, and carefully monitor budget and schedule compliance, ensuring the overall success of the project. The Project Manager's role will be to coordinate the project directly with the City's Project Manager, be fully cognizant of the day-to-day technical issues, and develop consensus with City staff and the project team. The Project Manager will oversee the project team and be responsible for ensuring Michael Baker's successful completion of each task, as well as ensuring that the City's goals and expectations are being met.

Every project will have challenges that require discussion and agreement between the affected parties. The early identification and resolution of critical issues is imperative to keep a project on track and on schedule. Michael Baker's approach is designed to allow for regular interaction between City staff, the environmental consulting project team, and other interested/responsible governmental agencies and parties, which allows for frequent information sharing among all project members. This approach will assist in data exchange without loss of time or resources and will give City staff advance input on issues that arise. Such participation by the consultant minimizes duplication of research efforts, improves the technical quality and accuracy of analysis, and ultimately, reduces the cost of services. Regular interaction also allows the project team to offer expert advice and counsel to the City and other interested parties, particularly regulatory agencies with jurisdiction over key elements of the project.

Michael Baker's scheduling systems allocate resources to meet all client due dates, regardless of their timing or the number of deadlines within a given period. Responsibility for planning and controlling a contract schedule belongs to the Project Manager, who will use all of the following systems:

- Weekly workload management meetings;
- Long-range staffing projections;
- Multi-media scheduling (word processing, graphics, editing, and production scheduling); and
- Critical path method and time line scheduling for tasks and milestones.

Producing high quality work is an extremely important goal for Michael Baker. The Michael Baker Team's Quality Control Program is a continuous process used not just at project milestones, but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. Our plans will undergo two types of internal reviews:

- On-going Reviews: These occur throughout the project process by the Project Manager/Project Coordinator and focus on the day-to-day accuracy and coordination with other disciplines.



- **Formal Reviews:** These occur at each of the product submittal stages and will be performed by the discipline department head.

The following table provides a “snapshot” of the Michael Baker Team assigned to perform work on the project. Included are the staff members, their duties per this scope of work, and their anticipated hours of service. Refer to Appendix C, Resumes, for full resumes for each team member.

TEAM MEMBER/ ASSIGNMENT	PROJECT DUTIES	Anticipated Hours of Service
Eddie Torres Project Manager	<ul style="list-style-type: none"> • Consultation with City Staff • Day-to-Day Project Management • Staff Coordination • Maintaining Budgets/Schedules • Environmental Analysis • CEQA Peer Reviews 	56
Richard Beck QA/QC	<ul style="list-style-type: none"> • Quality Assurance, Quality Control 	6
Kristen Bogue Senior Environmental Analyst	<ul style="list-style-type: none"> • Preparation of CEQA Documentation • Phase I Environmental Site Assessment Peer Review • Specializes in Hazardous Materials and Aesthetics Analyses 	94
Achilles Malisos Air Quality/GHG/Noise Specialist	<ul style="list-style-type: none"> • Preparation of CEQA Documentation • Specializes in Air Quality, GHG, and Noise Analyses 	48
Alesia Hsiao Environmental Analyst	<ul style="list-style-type: none"> • Preparation of CEQA Documentation 	82
Tom Huang Traffic/Circulation/Parking Specialist	<ul style="list-style-type: none"> • Traffic Study Peer Review 	4
Rebecca Kinney, PE Hydrology/Water Quality Specialist	<ul style="list-style-type: none"> • Preparation of Drainage Report and Preliminary Water Quality Management Plan 	6
Graphic Artist	<ul style="list-style-type: none"> • Document Formatting/Graphics 	10



IV. QUALIFICATIONS

1.0 MICHAEL BAKER INTERNATIONAL

Primary Office Location:

Michael Baker International, Inc.
14725 Alton Parkway
Irvine, CA 92618
949-472-3505

Office Locations:

Camarillo
Carlsbad
Irvine
Long Beach
Los Angeles
Monterey
Oakland
Ontario
Palm Desert
Rancho Cordova
Sacramento
San Diego
San Luis Obispo
Tennecula
Walnut Creek

Michael Baker is a leading global provider of engineering and consulting services, which includes planning, architectural, environmental, construction, program management, and full life-cycle support services as well as information technology and communications services and solutions. A privately held company with more than \$1 billion in annual revenue, Michael Baker has more than 6,000 employees in over 90 offices located across the U.S. and internationally. The Michael Baker Team in California is comprised primarily of experts from the legacy companies of RBF Consulting and PMC. With roots in southern California since 1944, the firm has gained recognition in the profession of consulting planning, environmental, and engineering services throughout the state of California.

More than 75 professionals are dedicated to Environmental, Planning, Urban Design, and Landscape Architecture services company-wide. As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. The Michael Baker Environmental staff have provided CEQA and NEPA

documentation and environmental technical studies for a diverse range of capital improvement and development projects, as well as regulatory/policy documents. Michael Baker environmental documents are not only legally defensible and user-friendly, but are supported by professionals with expertise in hydrology, water quality, transportation, water/ wastewater, landscape architecture, urban design, policy planning, structural design, civil engineering, GIS, mapping, and surveying. Michael Baker produces environmental documents that are sensitive to both the public's concern for resource protection and community impacts, as well as real-world issues associated with cost and feasibility of implementing mitigation measures. Michael Baker's environmental compliance managers have a broad resume of project experience in coastal, urban, and rural communities and have worked on numerous complex projects requiring technical expertise, creative solutions, and development of effective and workable mitigation. Our team has a thorough understanding of CEQA, NEPA, the Endangered Species Act, Clean Water Act, Clean Air Act, National Historic Preservation Act and other local, state, and federal regulations.



2.0 RELEVANT PROJECTS

The following pages provide a sample of representative projects throughout California. Each representative project description includes the following requested information:

- Specific Michael Baker key staff and their respective roles/responsibilities;
- References (specifying the Client project manager name, telephone number, and e-mail address); and
- The length of time our firm provided the specified services.

Additional examples and references may be provided, as requested.



2626 Harbor Boulevard IS/MND & Addendum | Costa Mesa, CA

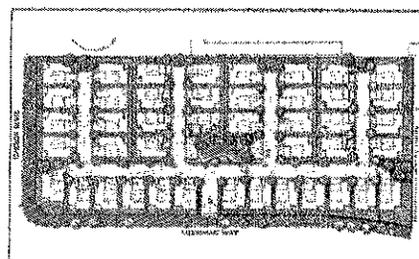
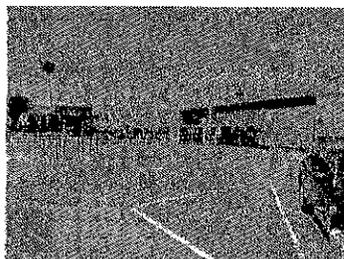
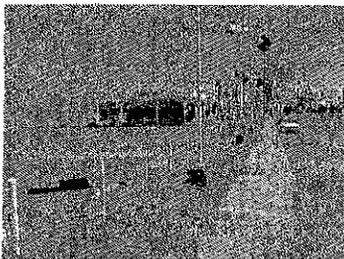
Michael Baker prepared the Initial Study/Mitigated Negative Declaration (IS/MND) and Addendum for the 2626 Harbor Boulevard project (formerly known as 33-Unit Residential Common Interest Development) located at the northeast corner of the Harbor Boulevard and Merrimac Way intersection in the City of Costa Mesa. The residential development is proposed to be located on the former Lincoln-Mercury automobile dealership site. The Addendum is proposing to increase the number of residential lots to 10, from a total of 33 units to 43 units. Additionally, the proposed project would include a central park, 8 visitor parking spaces, and 62,175 square feet of open space on approximately 3.71 acres. The residential lots would provide three product options ranging from three to five bedrooms. Project implementation would also involve a new storm drain and minor road improvements along Merrimac Way, including the removal of portions of the existing median and a striped continuous two-way left turn lane to provide access to the project site.

The project required a General Plan Amendment to change the existing land use designation from General Commercial to Medium-Density Residential and a Zone Change to update the existing zoning from C1 (Local Business) and P (Off-Street Parking) to R2-MD (Multiple Family Residential) Light Manufacturing (M-1) to Residential High Density (RHD). Key issues included land use, hazards and hazardous materials, hydrology and drainage, noise and traffic/circulation.

MICHAEL BAKER'S ROLE:

- Environmental Services: Providing and Initial Study/Mitigated Negative Declaration
- Residential Infill Project Located on a Former Automobile Dealership Site
- General Plan Amendment and Zone Change

CLIENT
 City of Costa Mesa
 ADDRESS
 77 Fair Drive
 Costa Mesa, CA 92626
 CONTACT
 Mr. Ryan Loomis
 Associate Planner
 714/754-5608
 ryan.loomis@costamesaca.gov





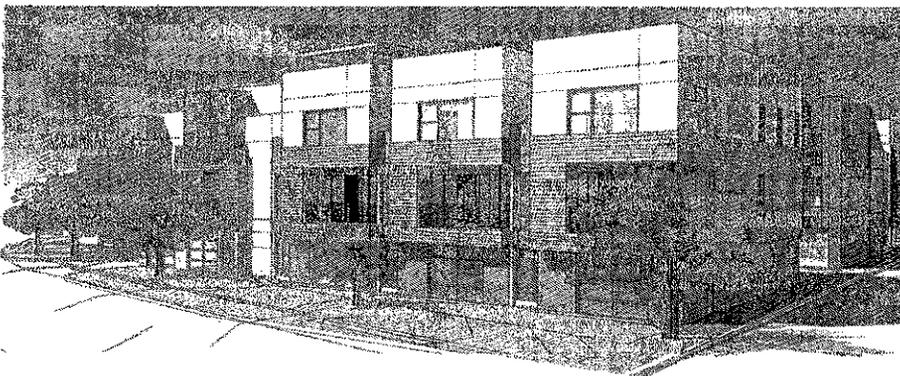
Anchor Live / Work Project, IS/MND | Costa Mesa, CA

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

CLIENT
City of Costa Mesa
ADDRESS
77 Fair Drive
Costa Mesa, CA 92626
CONTACT
Ms. Claire Flynn, AICP
Assistant Director of
Development Services
714/754-5278
claire.flynn@costamesaca.gov

MICHAEL BAKER'S ROLE:

- Live / Work Project
- Former Mobile Home Park
- Infill Development





**West 17th at Superior Avenue Live/Work Project, IS/MND |
Costa Mesa, CA**

Michael Baker prepared an Initial Study/Mitigated Negative Declaration (IS / MND) for the proposed West 17th Street and Superior Avenue Live/Work Project, which involves a 49-unit development in the City of Costa Mesa. The project requires approval of the West 17th Street & Superior Avenue Master Plan, Vesting Tentative Tract Map No. 17639 to subdivide the property for condominium purposes to allow private sale and ownership of the live/work units, and two deviations from the Urban Plan development standards/regulations.

Key environmental issues addressed within the IS / MND included short- and long-term air quality impacts, cultural resources, greenhouse gas emissions, land use, hazardous materials, and noise. Michael Baker evaluated hazardous materials impacts based on various technical studies including Phase I, Limited Phase II Environmental Site Assessments, Vapor Intrusion Risk Evaluation and Preliminary Hazardous Materials Assessment. In addition, Michael Baker analyzed localized air quality emissions related to project construction activities and noise impacts regarding long-term operations and established an appropriate range of mitigation measures.

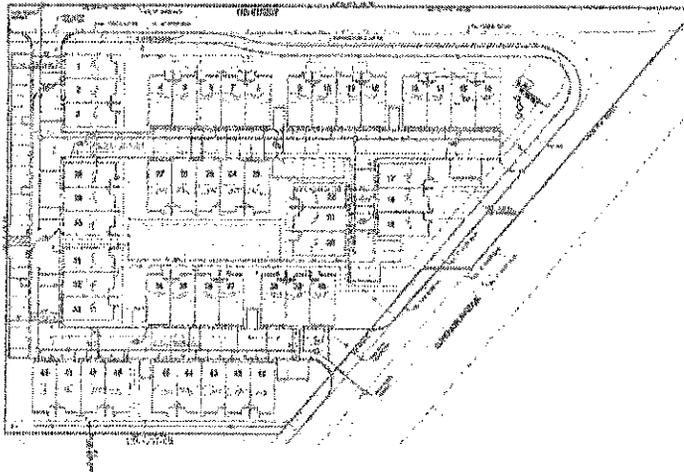
MICHAEL BAKER'S ROLE:

- Live / Work Project
- Hazardous Materials Assessment
- Infill Development

CLIENT
City of Costa Mesa

ADDRESS
77 Fair Drive
Costa Mesa, CA 92626

CONTACT
Ms. Claire Flynn, AICP
Assistant Director of
Development Services
714/754-5278
claire.flynn@costamesaca.gov





14751 Brookhurst Street Residential Development Project
 IS/MND | Westminster, CA

Michael Baker prepared the Initial Study/Mitigated Negative Declaration (IS/MND) for the 14751 Brookhurst Street Residential Development Project located in the eastern portion of the City of Westminster within the Little Saigon Community Plan Overlay Area. The project includes a Tentative Tract Map (TTM) to subdivide the project site into 80 single family lots and 8 lettered lots for privately owned streets and landscaping. The residential lots would have minimum dimensions of 45 feet wide by 75 feet deep, a minimum lot size of 3,375 square feet and a density of 8.7 units per acre. Three two-story home plans ranging from 2,193 to 2,649 square feet would be provided on-site. All homes would include an attached two-car garage with direct home access, and rear yard spaces. Each plan would also feature an optional open, covered patio, or "California room," to extend indoor living space to the outdoors. The architectural styling would include Spanish, St. Augustine, and Italianate themed options in a variety of colors and materials.

The project required a Zone Change to update the existing zoning from Zoning map amendment from R-1 (Single-Family Residential) to R-2-PD (Multi-Family Residential, 8-12 Units/Acre, Planned Development) to permit the proposed density of 8.7 units per acre. The project also required the annexation of the project site to the Midway City Sanitary District (MCSD) to provide sewer and solid waste collection services. Key issues included aesthetics, air quality, cultural resources, geology and soils, and noise.

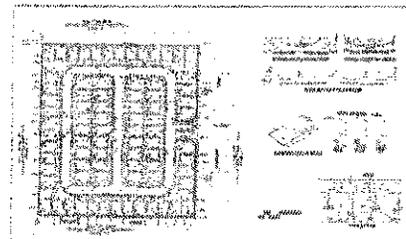
MICHAEL BAKER'S ROLE:

- Environmental Services: Providing an Initial Study/Mitigated Negative Declaration
- Zone Change
- Annexation to the Midway City Sanitary District

CLIENT
 City of Westminster

ADDRESS
 8200 Westminster Boulevard
 Westminster, CA 92683

CONTACT
 Ms. Alexis Oropeza
 Associate Planner
 714/578-3485
 AOropeza@Westminster-CA.gov





Westgate Residential Project IS/MND | Westminister, CA

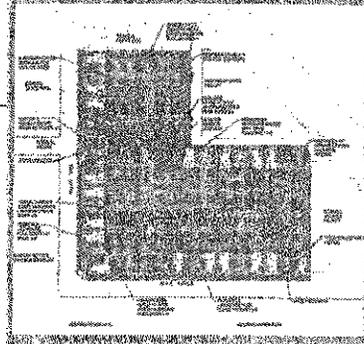
Michael Baker prepared the Initial Study/Mitigated Negative Declaration (IS/MND) for the Westgate Residential Project located at the northeast corner of Willow Lane and Maple Avenue in the City of Westminister. The project includes the demolition of three single-family residences, a church with associated residence, and American Cooling Tower (mechanical contractor), and the development of 79 new single-family detached cluster homes within a gated community of five occupied parcels totaling 7.17 acres. Three two-story home plans ranging from 1,735 to 2,365 square feet would be provided on-site. In addition, the project proposes a small passive park area (5,599 square feet), along with two ancillary open spaces (noted via easements) totaling an additional 2,119 square feet, for a total of 7,718 square feet. Project implementation would also involve a new storm drain that would convey water to the existing drainage system within Edwards Street, to the south of the project site.

The project required a General Plan Amendment to change the existing land use designation from Public/Semi-Public to Residential Medium, and a Zone Change to modify the existing zoning from Zoning map amendment from R-1 (Single-Family Residential) and M-1 (Light Industrial) to R-3-PD (Multi-Family Residential, 13-14 Units/Acre, Planned Development) to permit the proposed density of 13.10 units per acre. Key issues included land use, noise, air quality, and hydrology and drainage.

MICHAEL BAKER'S ROLE:

- Environmental Services: Providing an Initial Study/Mitigated Negative Declaration
- Demolition of Existing Single-Family Residences, Church with Associated Residence, and Light Industrial Use
- 79 New Single-Family Detached Residential Units
- General Plan Amendment and Zone Change
- Technical Noise, and Air Quality Analyses

CLIENT
 City of Westminister
 ADDRESS
 8200 Westminister Boulevard
 Westminister, CA 92683
 CONTACT
 Mr. Chris Wong
 Associate Planner
 714/548-3491
 CWong@Westminister, CA.gov





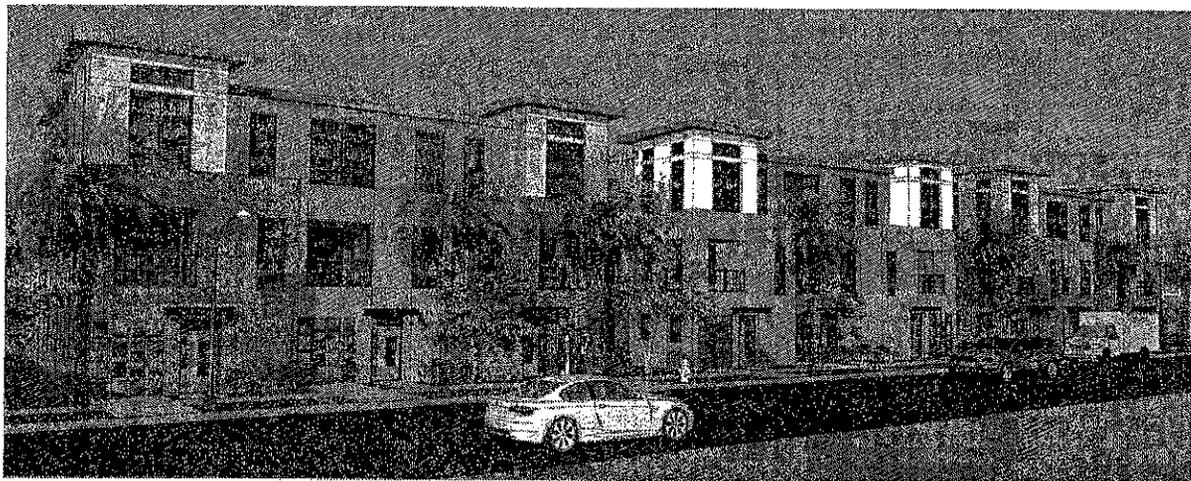
Case No. 2014-84 Maple Avenue Live / Work Project IS/MND | Westminster, CA

Michael Baker is preparing an Initial Study/Mitigated Negative Declaration for a proposed live/work project (Case No. 2014-84 Maple Avenue Live/Work Project). The project involves a Tentative Tract Map (TTM) to allow for the subdivision of the existing 1.83 acre lot into two parcels and 37 condominium units. The existing on-site residential use and storage facilities would be removed and the proposed development would consist of 37 new live/work condominium units with interior drive aisles, surface parking, pedestrian walkways, and landscaping. The development would require a General Plan Amendment from Industrial to Residential-High and a Zone Change from M-1 to R-5-PD (19 to 24 units/acre) of a 64,790 square-foot portion of the site to support the proposed density of 22.3 units per acre. The proposed workspaces (to be located at ground-level) would support professional office, studio (art, music, dance, photography, wood working), clothing boutique, surf shop, hair salon, graphic design, and other similar uses as further defined in the conditions, covenants, and restrictions (CC&Rs) for the project, as well as those uses allowed with the issuance of a Home Based Business Zoning Clearance Permit. Key issues identified in the Initial Study/Mitigated Negative Declaration included traffic, noise, and air quality.

CLIENT
 City of Westminster
 ADDRESS
 8200 Westminster Boulevard
 Westminster, CA 92683
 CONTACT
 Mr. Steven Ratkay, AICP
 Senior Planner
 714/548-3486
 SRatkay@Westminster-CA.gov

MICHAEL BAKER'S ROLE:

- Live / Work Project
- Residential Uses Near Industrial Uses
- Traffic Considerations for Adjacent Residential and Institutional Uses





V. FINANCIAL CAPACITY

Please refer to financial statement provided in Appendix B, *Financial Capacity*. Further, Michael Baker has no administrative proceedings, claims, lawsuits, or other exposures pending regarding our Environmental Services.



This page Intentionally left blank.



VI. FEE PROPOSAL

Please refer to Appendix A, Forms, for our Pricing Fee Proposal. This Fee Proposal is valid for 180 days from submission of this proposal.



This page intentionally left blank.



VII. DISCLOSURE

Please refer to Appendix A, Forms. Michael Baker has no past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.



City of Costa Mesa
Proposal for the DeNova Homes Project
Initial Study/Mitigated Negative Declaration

This page intentionally left blank.



VIII. SAMPLE AGREEMENT

Michael Baker has the following proposed exceptions or conditions to the Sample Agreement provided in the Request for Proposal, released January 14, 2016. Modifications are illustrated in ~~strikethrough~~ and double underline.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent 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.



This page intentionally left blank.

APPENDIX A

FORMS





REQUEST FOR PROPOSAL

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 16-24

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Michael Baker International

Contact Glenn Lajoie, AICP Person for Agreement:

Corporate Mailing Address: 14725 Alton Parkway

City, State and Zip Code: Irvine, CA 92618

E-Mail Address: gal@mbakerintl.com

Phone: (949) 472-3505 Fax: (949) 837-4122

Contact Person for Proposals: Eddie Torres

Title: Environmental Science Manager E-Mail Address: egtorres@mbakerintl.com

Business Telephone: (949) 855-3612 Business Fax: (949) 837-4122

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
Richard A. Rubin	Executive Vice President	(858) 614-5002
Michael Tylman	Vice President/ Irving Office Executive Vice President/ Planning and	(949) 855-3601
Glenn Lajoie	Environmental Services	(949) 855-3663

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No. 16-24 at any time after January 1, 2016.



OR

I certify that Proposer or Proposer's representatives have communicated after January 1, 2016 with a City Councilmember concerning the Initial Study/Mitigated Negative Declaration RFP No. 16-24. A copy of all such communications is attached to this form for public distribution.

PRICING PROPOSAL FORM

RFP NO. 16-24 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 II Methodology. 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
Richard Beck	\$230	6	\$1,380	NA
Eddie Torres	\$205	62	\$12,710	NA
Kristen Bogue	\$135	94	\$12,690	NA
Achilles Malisos	\$135	48	\$6,480	NA
Alesia Hsiao	\$100	82	\$8,200	NA
Rebecca Kinney	\$180	6	\$1,080	NA
Tom Huang	\$180	4	\$720	NA
Graphic Artist	\$85	10	\$850	NA
Repro & ODC			\$750	NA
Contingency			\$799	NA

NA = Not Applicable

Total Estimated Price Without Contingency	\$44,860	
Total Estimated Price With Contingency	\$46,507	

The detailed breakdown of the fee calculation is on the following page.

ITEMIZED BUDGET

TASK	R.B.	E.T.	K.B.	A.M.	A.H.	R.K.	T.H.	G.A.	Total Hours	Repro	Total Cost
1.0 PROJECT KICK-OFF/PROJECT CHARACTERISTICS	230	205	135	135	100	180	180	95			
2.0 CEQA INITIAL STUDY/ASSESSMENT											
2.1 Introduction						2			2		\$200
2.2 Project Description			1	6					7		\$1,015
2.3 Initial Study Checklist		4				1			5		\$1,020
2.4 Environmental Analysis											
A. Aesthetics/Light and Glare			2	16					18		\$2,570
B. Agricultural and Forest Resources						1			1		\$100
C. Air Quality			1		24				25		\$3,445
D. Biological Resources			1			4			5		\$605
E. Cultural Resources						10			11		\$1,205
F. Geology and Soils			1	6					7		\$1,015
G. Greenhouse Gas Analysis/Climate Change			1		16				17		\$2,365
H. Hazards and Hazardous Materials			1	12					13		\$1,825
I. Hydrology and Water Quality			2	18			6		26		\$3,920
J. Land Use and Planning			2			12			14		\$1,610
K. Mineral Resources						1			1		\$100
L. Noise			1		8				9		\$1,285
M. Population and Housing			1			6			7		\$805
N. Public Services			1			10			11		\$1,205
O. Recreation					2				2		\$200
P. Transportation and Traffic			2	8				4	14		\$2,210
Q. Utilities			1			6			7		\$805
R. Mandatory Findings of Significance						1			1		\$100
2.5 Initial Study Determination			1						1		\$205
2.6 Graphic Exhibits								8	8		\$680
3.0 DRAFT INITIAL STUDY	2	8	14		16				40		\$5,590
4.0 MITIGATED NEGATIVE DECLARATION			1						1		\$205
5.0 FINAL I/m/n/d											
5.1 Response to Comments			4	12				2	18		\$2,610
5.2 Mitigation Monitoring and Reporting Program						4			4		\$400
5.3 Completion of Final Environmental Document			1			6			7		\$805
6.0 PROJECT MANAGEMENT AND MEETINGS			24								\$4,920
ENVIRONMENTAL DELIVERABLES										\$750	\$750
TOTAL HOURS	6	62	94	48	82	8	4	10	312		
*Percent of Total Labor (Hours)	1.9%	19.9%	30.1%	15.4%	26.3%	1.9%	1.3%	3.2%	100.0%		
SUBTOTAL COSTS	\$1,380	\$12,710	\$12,690	\$6,480	\$8,200	\$1,080	\$720	\$850			\$44,860
Contingency (2%)											\$897
TOTAL COSTS											\$45,757

R.B. = Richard Beck
 E.T. = Eddie Torres
 K.B. = Kristen Bogue

A.M. = Achilles Mallios
 A.H. = Alesia Hsiao
 R.K. = Rebecca Kinney

T.H. = Tom Huang
 G.A. = Graphic Artist

DISCLOSURE OF GOVERNMENT POSITIONS

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

"None"

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No x

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

APPENDIX B
FINANCIAL CAPACITY



APPENDIX C
RESUMES



Eddie Torres, INCE | Project Manager

SUMMARY:

Mr. Torres' primary responsibilities include oversight of daily operations, management of projects, staff mentoring and instruction, scheduling, and business development for the Irvine Environmental Sciences Department. With many years of practical experience, Mr. Torres is a recognized leader in CEQA and NEPA studies (EIR's, EIS's, Negative Declarations, and Environmental Assessments). He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving infrastructure, redevelopment, residential, and industrial uses. Using his broad background and understanding of environmental constraints, Mr. Torres provides defensible CEQA/NEPA compliance review and environmental documentation. He utilizes the skills developed in each of his specialized disciplines to prepare and process environmental documents for a diverse range of projects and land uses.

Mr. Torres utilizes his experience to manage and author environmental documentation, often incorporating the results of complex technical documentation to substantiate conclusions within the document. Mr. Torres has also successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies. Using his broad background and understanding of environmental constraints, Mr. Torres provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Senior Environmental Analyst.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Project Manager.
- 17th Street Live/Work Project IS/MND. Costa Mesa, CA. Project Manager.
- 14751 Brookhurst Street Residential Development Project IS/MND. Westminster, CA. Project Manager.
- Westgate Residential Project IS/MND. Westminster, CA. Project Manager.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND. Westminster, CA. Project Manager.
- Anchor Live/Work Project 1527 Newport Boulevard IS/MND. Costa Mesa, CA. Senior Environmental Analyst.
- Department of Water and Power Specific Plan Amendment EIR. City of Seal Beach, CA. Project Manager.
- Portola Center Initial Study and EIR. Lake Forest, CA. Project Manager.
- Santa Ana Country Club IS/MND. Orange County, CA. Project Manager.

YEARS OF EXPERIENCE: 16

EDUCATION/TRAINING

M.S., 2005, Mechanical Engineering, University of Southern California

B.S., 2000, Mechanical Engineering, University of California at Irvine

B.A., 2000, Environmental Analysis and Design, University of California at Irvine

Certificate, 2000, Fundamentals of Mechanical Engineering, University of California at Irvine

LICENSES/CERTIFICATIONS

Institute of Noise Control Engineering, 2002

Richard Beck, CEP, P.W.S., CPESC® | Senior Environmental Analyst: QA/QC

SUMMARY:

Mr. Beck has extensive experience in the regulatory and environmental disciplines. He successfully leads federal, state, local, and private-sector clients through the Clean Water Act, California Porter-Cologne Act, California Fish and Game Code, Endangered Species Act, and the California Coastal Act. Mr. Beck, a Professional Wetland Scientist, has conducted hundreds of jurisdictional delineations throughout the southwest. Mr. Beck proactively leads delineation field crews and regulatory specialists that effectively draft, coordinate, and process regulatory agency applications. Utilizing his accurate jurisdictional mapping, Mr. Beck effectively drafts and negotiates state and federal regulatory applications for all types of projects. Overall, Mr. Beck's years of significant regulatory coordination has led to trusted relationships with regulatory staff at all levels.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Project Director.
- Alton Parkway Extension. County of Orange, CA. Technical Manager.
- Baker Regional Water Treatment Plant - Regulatory Services. Lake Forest, CA. Project Manager.
- Buck Gully Restoration Project. Newport Beach, CA. Project Manager.
- Crown Cove Dock. Coronado, CA. Project Manager.
- Dumbarton Transit Oriented Development Specific Plan EIR. Newark, CA. Environmental Associate.
- Foothill Basins. Irvine, CA. Project Manager.
- Hunting Beach Channel. Huntington Beach, CA. Project Manager.
- Interstate 405/State Route 22 Improvements. Seal Beach, CA. Project Manager.
- Laguna Canyon Road Mitigation. Orange County, CA. Project Manager.
- Los Alamitos Pump Station. Seal Beach, CA. Project Manager.
- Main Street Widening. Orange, CA. Project Manager.
- Malibu BMP Study (30 sites). Malibu, CA. Project Manager.
- Marina Shores East. Long Beach, CA. Project Manager.
- North Downtown Lancaster Neighborhood Revitalization/Transit Village Plan EIR/EA. Lancaster, CA. Senior Environmental Scientist.
- Riley Park / Wagon Wheel Canyon Regulatory and Biological Services. County of Orange, CA. Project Manager.
- San Diego Creek Reach II Maintenance. Irvine, CA. Project Manager.
- Sandalwood Housing Project - Regulatory Services. Big Bear Lake, CA. Project Manager.
- Santa Catalina Island. Santa Catalina, CA. Project Manager.
- Santiago Creek Restoration Project. Orange, CA. Project Manager.
- Seal Beach Wetlands Feasibility Study. Seal Beach, CA. Project Manager.
- Structural Best Management Practices - Malibu Creek Watershed Planning and Feasibility Study. County of Los Angeles, CA. Environmental Associate.

YEARS OF EXPERIENCE: 15

EDUCATION/TRAINING

B.A. 2000 Environmental Studies, University of California at Santa Cruz

Certificate, 2010, Ecological Restoration, Saddleback College, CA

LICENSES/CERTIFICATIONS

Professional Wetland Scientist, 2011, 2460

Certified Environmental Inspector, 2007, 10084

EPA Watershed Management Academy, 2008

Wetland Delineator Certification Program, 2002

Registered Environmental Professional, 2010, 10050453

Certified Inspector of Sediment & Erosion Control, California, 2010, 56111

Kristen Bogue | Senior Environmental Analyst

SUMMARY:

In her responsibilities as an Environmental Analyst, Ms. Bogue is involved in the preparation of environmental and planning studies for public and private sector clients under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). With over 10 years in the environmental field, Ms. Bogue has experience in the research, analysis, and writing of CEQA/NEPA documentation for a variety of projects involving mixed-use, hotel/resort, residential, commercial, redevelopment, infrastructure, and industrial uses. Other responsibilities include the preparation of Shade/Shadow Studies and hazardous materials investigations, such as Phase I Environmental Site Assessments. As a specialist, Ms. Bogue has extensive experience with projects involving sensitive planning and environmental issues including aesthetics/light and glare, shade/shadow, and hazards and hazardous materials considerations.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Hazardous Materials Specialist.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Senior Environmental Analyst.
- 17th Street Live/Work Project IS/MND. Costa Mesa, CA. Senior Environmental Analyst.
- 14751 Brookhurst Street Residential Development Project IS/MND. Westminster, CA. Senior Environmental Analyst.
- Westgate Residential Project IS/MND. Westminster, CA. Senior Environmental Analyst.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND. Westminster, CA. Senior Environmental Analyst.
- Department of Water and Power Specific Plan Amendment EIR. Seal Beach, CA. Project Coordinator/Environmental Analyst.
- Mariner's Mile Gateway IS/MND. Newport Beach, CA. Aesthetics/Light and Glare and Hazardous Materials Specialist.
- Mater Del High School Parking Structure EIR. Santa Ana, CA. Project Coordinator/Senior Environmental Analyst.
- Mission Viejo Med Office EIR. Mission Viejo, CA. Aesthetics/Light and Glare Specialist.
- Portola Center Initial Study and EIR. Lake Forest, CA. Senior Environmental Analyst.
- Proposed Plan Amendment to Existing Project Area No. 1 Program EIR. South Gate, CA. Hazardous Materials Specialist.
- Santa Ana Country Club IS/MND. Orange County, CA. Project Coordinator/Senior Environmental Analyst.

YEARS OF EXPERIENCE: 10

EDUCATION/TRAINING

B.A., 2005, Environmental Analysis and Design, University of California at Irvine

Achilles Malisos | Environmental Analyst: Air Quality/GHG/Noise Specialist

SUMMARY:

Mr. Malisos serves as an Environmental Analyst, with a specialty in Acoustics, Air Quality, Climate Change, and Health Risk Assessments. Achilles has experience in the research, preparation, and analysis consistent with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed-use, institutional, and commercial uses. Achilles has experience in dispersion modeling of air toxins and has conducted various health risk assessments that analyze the placement of new receptors near existing sources as well as the placement of new sources adjacent to existing sensitive receptors. His experience also involves the development of feasible and enforceable mitigation measures associated with impacts from health risks, air quality, greenhouse gas (GHG) emissions, and noise.

The following is a representative sample of projects for which Mr. Malisos has prepared environmental and technical analyses.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Environmental Planner/Air Quality and Noise Specialist.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Technical Studies Manager.
- 17th Street Live/Work Project IS/MND. Costa Mesa, CA. Technical Studies Manager.
- 14751 Brookhurst Street Residential Development Project IS/MND. Westminster, CA. Technical Studies Manager.
- Westgate Residential Project IS/MND. Westminster, CA. Technical Studies Manager.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND. Westminster, CA. Technical Studies Manager.
- Air Quality and Greenhouse Gas Assessment. Carson, CA. Environmental Planner/Air Quality and GHG Specialist.
- Anchor Live/Work Project 1527 Newport Boulevard IS/MND. Costa Mesa, CA. Senior Environmental Analyst/Air Quality and Noise Specialist.
- Cabot Career Lofts Project IS/MND. Laguna Niguel, CA. Senior Environmental Analyst/Air Quality and Noise Specialist.
- Cypress Business and Professional Center Specific Plan and EIR. Cypress, CA. Environmental Analyst.
- Dana Point Harbor Revitalization EIR. Dana Point, CA. Environmental Analyst.
- Dana Point Town Center Plan IS/MND. Dana Point, CA. Air Quality/GHG/Noise Specialist.
- Santa Ana Country Club IS/MND. Orange County, CA. Air Quality/GHG/Noise Specialist.

YEARS OF EXPERIENCE: 10

EDUCATION/TRAINING

M.A., 2005, Urban and Regional Planning, University of California at Irvine

B.A., 2003, Environmental Studies, University of California at Santa Cruz

Alesia Hsiao | Environmental Analyst

SUMMARY:

Ms. Hsiao provides assistance in preparing environmental and planning studies for public and private sector clients under the California Environmental Quality Act (CEQA). As an Environmental Analyst, Ms. Hsiao's primary responsibilities are the preparation and management of environmental documents (Initial Studies, Negative Declarations, Environmental Impact Reports, and Environmental Assessments), technical studies, including Air Quality, Greenhouse Gas, and Noise analyses for various environmental planning projects. Projects range from commercial, residential, industrial developments, as well as mixed-use development, redevelopment and transit-oriented development projects across California. In addition, Ms. Hsiao is involved in several policy planning documents such as General Plans, and Housing and Sustainability Elements. Project responsibilities typically include research, analysis, and writing of policy planning and environmental documents for compliance with federal, state, and local impact assessment criteria.

The following is a representative sample of projects for which Ms. Hsiao has prepared environmental and technical analyses.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Environmental Analyst.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Environmental Analyst.
- 17th Street Live/Work Project IS/MND. Costa Mesa, CA. Environmental Analyst.
- 14751 Brookhurst Street Residential Development Project IS/MND. Westminster, CA. Environmental Analyst.
- Westgate Residential Project IS/MND. Westminster, CA. Environmental Analyst.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND. Westminster, CA. Environmental Analyst.
- Carson/Avalon Mixed Use Project IS/MND. Carson, CA. Environmental Analyst.
- Lido House Hotel EIR. Newport Beach, CA. Environmental Analyst.
- Lincoln Specific Plan EIR. Whittier, CA. Environmental Analyst.
- Mater Dei High School Parking Structure EIR. Santa Ana, CA. Environmental Analyst.
- Placentia Sustainability General Plan. Placentia, CA. Planning Analyst.
- Portola Center Initial Study and EIR. Lake Forest, CA. Environmental Analyst.
- Santa Ana Country Club IS/MND. Orange County, CA. Environmental Analyst.
- Transportation Oriented Development Specific Plan and EIR. Duarte, CA. Environmental Analyst.
- South Garfield Avenue Specific Plan. Monterey Park, CA. Environmental Analyst.

YEARS OF EXPERIENCE: 3

EDUCATION/TRAINING

M.U.R.P., 2013, Urban and Regional Planning, California State Polytechnic University, Pomona

B.A., 2004, Psychology, University of California at Irvine

B.A., 2004, Criminology, Law and Society, University of California at Irvine

Tom Huang, TE | Traffic/Circulation/Parking Specialist

SUMMARY:

Mr. Huang has worked professionally in transportation planning and traffic engineering since 1995. His experience in these fields includes traffic impact analysis, circulation and access planning, parking demand analysis, and site access evaluation. He has worked on a variety of traffic engineering designs including traffic signal plans, signing and striping plans, and traffic control plans. Mr. Huang's experience with neighborhood traffic control has included the IUSD Vista Verde Elementary School Parking Lot Redesign, Downtown Beaumont On-Street Parking Striping Plan, Bolsa Chica roundabout design and numerous neighborhood street impact assessments that focus on pedestrian safety issues. Mr. Huang has extensive experience in transportation planning analysis. He has prepared numerous traffic impact analysis studies for large development projects such as the MWD Eastside Reservoir Recreation Areas, the Millennium Plan (El Toro Base Reuse), the Foothill Ranch Towne Centre, Oak Valley Calimesa Specific Plan, and Domenigoni-Barton Specific Plan. Mr. Huang has worked cooperatively with Caltrans in conducting traffic impact analysis in support of project study reports (PSR) for the freeway interchange improvement proposed along I-10 Freeway at Sandalwood Drive, Singleton Road, Cherry Valley Boulevard, Beaumont Avenue, Pennsylvania Avenue, Highland Springs Avenue, Sunset Avenue, and the SR-60/I-10 Junction.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Traffic Engineer.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Traffic Engineer.
- Westgate Residential Project IS/MND. Westminster, CA. Traffic Engineer.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND. Westminster, CA. Traffic Engineer.
- 207 Seaside Way Apartments. Long Beach, CA. Traffic Engineer.
- 442 West Ocean Boulevard Apartments. Long Beach, CA. Traffic Engineer.
- Citywide Traffic Study. Yorba Linda, CA. Assistant Project Manager.
- Depot at Santiago Mixed-Use Project Traffic Site Analysis. Santa Ana, CA. Project Manager.
- General Plan Update. Placentia, CA. Principal Analyst.
- Homewood Suites Hotel Traffic Impact Study. Irvine, CA. Project Manager.
- Huntington Memorial Hospital Master Plan Amendment Traffic Impact and Parking Study. Pasadena, CA. Assistant Project Manager.
- LCR Summer Traffic Simulation. Laguna Beach, CA. Project Engineer.
- Mission Viejo Traffic Impact Analysis. Mission Viejo, CA. Project Engineer.
- The Source Project Traffic Analysis and Transportation Engineering. Buena Park, CA. Assistant Project Manager.

YEARS OF EXPERIENCE: 20

EDUCATION/TRAINING

B.S., 1995, Civil Engineering,
California State Polytechnic
University, Pomona

LICENSES/CERTIFICATIONS

Traffic Engineer, California
2010, 2575

Rebecca Kinney, PE | Hydrology/Water Quality Specialist

SUMMARY:

Ms. Kinney has extensive experience in all phases of stormwater management projects including planning, design, and construction. Her recent experience has focused on development of Master Plans of drainage, which focus on storm drainage facility sizing, stormwater NPDES compliance, stream stability, and floodplain management. Her planning experience includes large master planned communities, and municipal planning, as well as supporting hydrologic and stormwater quality analysis as a basis for CEQA documentation.

Ms. Kinney has prepared Water Quality Management Plans, Stormwater Pollution Prevention Plans, and CEQA water quality technical studies. Ms. Kinney is also experienced in channel restoration design work including hydrologic and hydraulic modeling and PS&E work. She has also served as a regulatory agent for the application of 404 Corps of Engineers, 401 California Regional Water Quality Control Board, and 1601/1603 California of Department of Fish and Game permits. She received Wetland Delineation training by the Wetland Training Institute. Her knowledge of both engineering and environmental requirements make her an asset to any multi-disciplinary team.

EXPERIENCE:

- 2626 Harbor Boulevard IS/MND and Addendum. Costa Mesa, CA. Water Quality Specialist.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Hydrology/Water Quality Specialist.
- 17th Street Live/Work Project IS/MND. Costa Mesa, CA. Hydrology/Water Quality Specialist.
- 14751 Brookhurst Street Residential Development Project IS/MND, Westminster, CA. Hydrology/Water Quality Specialist.
- Westgate Residential Project IS/MND. Westminster, CA. Hydrology/Water Quality Specialist.
- Case No. 2014-84 Maple Avenue Live/Work Project IS/MND, Westminster, CA. Hydrology/Water Quality Specialist.
- Hyundai Motor America EIR. Fountain Valley, CA. Engineer.
- Marblehead Coastal. San Clemente, CA. Hydrologist.
- Portola Center Initial Study and EIR. Lake Forest, CA. Engineer.
- San Diego Creek Master Plan of Drainage. Orange County, CA. Project Manager.
- Storm Water Runoff Management Plan for Talaga Valley. San Clemente, CA. Engineer.

YEARS OF EXPERIENCE: 20

EDUCATION/TRAINING

B.S. 1995, Civil Engineering,
California Polytechnic State
University, San Luis Obispo

LICENSES/CERTIFICATIONS

Professional Engineer - Civil
California, 1999-68797

EXHIBIT C
FEE SCHEDULE

PRICING PROPOSAL FORM

RFP NO. 16-24 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 II Methodology. 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
Richard Beck	\$230	6	\$1,380	NA
Eddie Torres	\$205	62	\$12,710	NA
Kristen Bogue	\$135	94	\$12,690	NA
Achilles Malisos	\$135	48	\$6,480	NA
Alesia Hsiao	\$100	82	\$8,200	NA
Rebecca Kinney	\$180	6	\$1,080	NA
Tom Huang	\$180	4	\$720	NA
Graphic Artist	\$85	10	\$850	NA
Repro & ODC			\$750	NA
Contingency			\$799	NA

NA = Not Applicable

Total Estimated Price Without Contingency	\$44,860	
Total Estimated Price With Contingency	\$46,507	

The detailed breakdown of the fee calculation is on the following page.

ITEMIZED BUDGET

TASK	R.B.	E.T.	K.B.	A.M.	A.H.	R.K.	T.H.	G.A.	Total Hours	Repro	Total Cost	
1.0 PROJECT KICK-OFF/PROJECT CHARACTERISTICS	230		4	2	135	100	180	180	85		6	\$1,090
2.0 CEQA INITIAL STUDY/ASSESSMENT												
2.1 Introduction						2					2	\$200
2.2 Project Description			1	6							7	\$1,015
2.3 Initial Study Checklist		4				1					5	\$1,020
2.4 Environmental Analysis												
A. Aesthetics/Light and Glare			2	16							18	\$2,570
B. Agricultural and Forest Resources						1					1	\$100
C. Air Quality			1		24						25	\$3,445
D. Biological Resources			1			4					5	\$605
E. Cultural Resources			1				10				11	\$1,205
F. Geology and Soils			1	6							7	\$1,015
G. Greenhouse Gas Analysis/Climate Change			1		16						17	\$2,365
H. Hazards and Hazardous Materials			1	12							13	\$1,825
I. Hydrology and Water Quality			2	18			8				26	\$3,920
J. Land Use and Planning			2				12				14	\$1,610
K. Mineral Resources						1					1	\$100
L. Noise			1		8						9	\$1,285
M. Population and Housing			1			6					7	\$805
N. Public Services			1				10				11	\$1,205
O. Recreation						2					2	\$200
P. Transportation and Traffic			2	8				4			14	\$2,210
Q. Utilities			1			6					7	\$805
R. Mandatory Findings of Significance						1					1	\$100
2.5 Initial Study Determination			1								1	\$205
2.6 Graphic Exhibits								8			8	\$680
3.0 DRAFT INITIAL STUDY		2	8	14		16					40	\$5,590
4.0 MITIGATED NEGATIVE DECLARATION			1								1	\$205
5.0 FINAL IS/mnd												
5.1 Response to Comments			4	12					2		18	\$2,610
5.2 Mitigation Monitoring and Reporting Program						4					4	\$400
5.3 Completion of Final Environmental Document			1			6					7	\$805
6.0 PROJECT MANAGEMENT AND MEETINGS			24									\$4,920
ENVIRONMENTAL DELIVERABLES											\$750	\$750
TOTAL HOURS	6	62	94	48	82	6	4	10	312			
*Percent of Total Labor (Hours)	1.9%	19.9%	30.1%	15.4%	26.3%	1.9%	1.3%	3.2%	100.0%			
SUBTOTAL COSTS	\$1,380	\$12,710	\$12,690	\$6,480	\$8,200	\$1,080	\$720	\$850				\$44,860
Contingency (2%)												\$697
TOTAL COSTS												\$46,507

R.B. = Richard Beck
E.T. = Eddie Torres
K.B. = Kristen Bogue

A.M. = Achilles Malisos
A.H. = Alesia Hsiao
R.K. = Rebecca Kinney

T.H. = Tom Huang
G.A. = Graphic Artist

EXHIBIT D
PROJECT SCHEDULE



7.0 PRELIMINARY CEQA SCHEDULE

The following is the preliminary CEQA schedule:

Kick-Off Meeting	February 2016
Draft Project Description Preparation	February 2016
Michael Baker Completes Peer Reviews	Early March 2016
Submittal of the Administrative Draft Initial Study/MND	March 2016
City Review of Administrative Draft Initial Study/MND	March 2016
Print and distribute Public Review Draft Initial Study/MND	April 2016
30-Day Public Review	April 2016
Michael Baker prepares Final Initial Study/MND	May 2016
Planning Commission Hearing	TBD

* This timeframe assumes that the Applicant prepared studies will be completed prior to the Kickoff Meeting and all Applicant-responses to Peer Review inquiries are conducted prior to submittal of the Administrative Draft IS/MND. This schedule also assumes receiving a written notice to proceed by the second week of February 2016.

EXHIBIT F
CITY COUNCIL POLICY 100-5