

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
STANTEC CONSULTING SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of November, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call environmental, technical and staffing consultant services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Qualifications, attached hereto as Exhibit "A," and Consultant's Statement of Qualifications, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

matters of concern;

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the personnel and fee schedules set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Personnel and Fee Schedules").

Consultant shall not increase its fees during the first two (2) years of this Agreement. Commencing on December 1, 2024 and annually thereafter, Consultant may increase its fees using the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined using the April index for the current year and the April index for the preceding year. However, in no event shall the increase in Consultant's fees exceed five percent (5%). If Consultant desires to increase its fees as set forth herein, Consultant shall provide written notice to the City by June 1 of the year in which the increase will take effect, which notice shall include reference to the CPI index, the percentage CPI increase, and Consultant's revised fees based on such CPI increase. Any increase to Consultant's fees will be reflected in an amendment to this Agreement and effective on December 1. No increase in Consultant's fees will be retroactive.

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event,

give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years and seven (7) months, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

"A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

provided by this policy.”

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Stantec Consulting Services
38 Technology Drive, Suite 200
Irvine, CA 92618
Tel: (949) 923-6070
Attn: Connie Woodward

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5023
Attn: Silvia Kennerson

Courtesy copy to:

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

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

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

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

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

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

6.22. 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.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

6.27. 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.

6.28. 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.

[Signatures appear on following page.]



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

CONSULTANT

Daryl J. Zarfass Date: *12/22/2022*
Signature
Daryl J. Zarfass, Principal Transportation
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison Date: *1/20/23*
Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 1/23/2023
Brenda Green
City Clerk



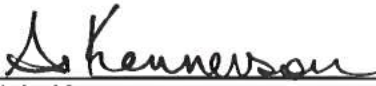
APPROVED AS TO FORM:

Kimberly Hall Barlow Date: *1/19/23*
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang Date: *1/13/23*
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:



Silvia Kennerson
Project Manager

Date: 01/12/23

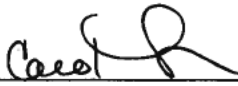
DEPARTMENTAL APPROVAL:



Jennifer Le
Economic Development Services Director

Date: 1/12/23

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: January 11, 2023

EXHIBIT A
REQUEST FOR QUALIFICATIONS



REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING CONSULTANT LIST

RFQ No. 19-02

Development Services Department

CITY OF COSTA MESA

Released on May 29, 2019

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING CONSULTANT LIST**

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

I. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

Release of RFSQ	May 29, 2019
Deadline for Written Questions (11:00 AM)	June 19, 2019
Responses to Questions Posted on Web	June 21, 2019
Qualifications are Due (by 11:00 AM)	July 01, 2019
Interview (if held)	Week of July 22, 2019
Approval of List	TBD

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

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Attachment A – Scope of Work, of this RFSQ are invited to submit a proposal, provided they meet the following requirements. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a) The Proposer must have a minimum of 5 years experience within the last 8 years, providing Comprehensive Performance Evaluations or services equivalent or similar to the services identified in **Attachment A - Statement of Work**.

b) The Proposer for environmental services must have a working knowledge of requirements of the latest State requirements in terms of housing, air quality, greenhouse gas emissions, California Native American tribes, as well as the requirements of California Environmental Quality Act (CEQA) comprehensive of required air quality and greenhouse gas analysis, biological studies, hazard and hazardous materials, hydrology and water quality studies, noise analysis, land use and planning, public services, utility services, and transportation studies.

c) The Proposer for technical services must be knowledgeable in SB 743 requirements and experienced in preparation of parking and vehicular traffic related studies in an urban setting related to infill development.

d) The Proposer shall provide a description of local, state, or regional experience.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and

should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFSQ instructions, responding to the RFSQ requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete Vendor Application Form, **Appendix B** and attach to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.
- **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, Attachment A** of this RFSQ.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFSQ. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFSQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 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, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

- **Qualifications & Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

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

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

- **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.

- **Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff and their positions for the contract who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked. (

- **Cost Proposal:** The proposed cost proposal schedule should be based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. It also must include the percentage of overhead the offeror proposes to charge.

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

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

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

Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **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 Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFSQ below.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix B** included in this SOQ, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire

2. Process for Submitting Proposals:

- **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.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a separate sealed envelope containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Number of Proposals:** Submit one original, three (3) hard copies plus one flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or flash drive copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **11:00 a.m. (P.S.T) on July 1, 2019** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

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

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

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

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

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

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

- **Conditions for Proposal Acceptance:** This RFSQ does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFSQ, to negotiate with any qualified source(s), or to cancel this RFSQ in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in

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

1. Method of Approach ----- 25%

2. Qualifications of Experience ----- 35%

3. Staffing ----30%

4. Cost Proposal ---- 10%

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

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

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

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **July 22, 2019** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

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

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

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFSQ;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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

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

11. 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, **Appendix B**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFSQ, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFSQ and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

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

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

ATTACHMENT A

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

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

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

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

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

COMPOSITION

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

PROJECT ASSIGNMENT

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

Project Specifics:

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

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

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

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

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

EXHIBIT B

CONSULTANT'S STATEMENT OF QUALIFICATIONS



CITY OF COSTA MESA, RFSQ NO. 19-02

ON-CALL ENVIRONMENTAL, TECHNICAL, AND STAFFING CONSULTANT LIST

JULY 1, 2019



Stantec Consulting Services Inc.
38 Technology Drive • Irvine, California • 92618-5312

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

**RE: RFSQ NO. 19-02 ON-CALL ENVIRONMENTAL, TECHNICAL
AND STAFFING CONSULTANT LIST**

Dear City Clerk,

We commend the City of Costa Mesa (City) for proactively working to maintain and enhance your community's environment and infrastructure through an on-call approach. Stantec Consulting Services Inc. (Stantec) has designed an experienced, professional team prepared to closely listen to your needs, understand your project goals, and implement the steps necessary to successfully deliver these important projects.

The team we have proposed has more than 100 years of collective experience working in environmental services and preparing related technical studies. They are current on the latest California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, including air quality and greenhouse gas analyses, biological studies, hazard and hazardous materials, hydrology and water quality studies, noise analyses, land use and planning, public services, utility services, and transportation studies.

Your project manager Daryl Zerfass has more than 25 years of experience preparing traffic impact studies for projects in Costa Mesa. Daryl personally managed EIR traffic studies for projects such as Home Ranch, the Westside Specific Plan, and The CAMP, and helped prepare three generations of General Plans and traffic model updates.

Daryl also is also knowledgeable in the new traffic impact study requirements associated with SB 743, which changes the metric used for CEQA analysis from level of service (LOS) to vehicle miles of travel (VMT). Since 2013, Daryl has participated in the development of the revised CEQA guidelines and Technical Advisory through workshops and reviews of preliminary draft guidelines and also participated as a beta tester for the City of Los Angeles VMT calculation tool.

We have multiple on-call contracts in the state of California, serving some communities for decades.

We have received and reviewed Addendum No. 1 and the Questions and Answers documents provided by the City.

We take no exceptions to the contract provided in Appendix A of the RFQ. The undersigned is authorized to bind Stantec, and their contact information is provided. We will provide services from our office located in Irvine at located at 38 Technology Drive, Suite 100, Irvine, California 92618. The phone number is (949) 923-6000.

Regards,



Mohammad Heiat
Principal-in-Charge

Direct: (949) 923-6962
Mobile: (949) 322-8083
Fax: (949) 923-6121
mohammad.heiat@stantec.com



Daryl Zerfass
Project Manager

Direct: (949) 923-6058
Mobile: (949) 302-8995
Fax: (949) 923-6121
daryl.zerfass@stantec.com

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Scott L. Murray	Director	N/A

Jeffrey P. Stone	Director	N/A
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Mohammad Heiat	Principal-in-Charge (Contract signatory)	(949) 923-6962
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Daryl Zerfass	Project Manager (Contract signatory)	(949) 923-6058
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Federal Tax Identification Number: 

City of Costa Mesa Business License Number: BL039963

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

City of Costa Mesa Business License Expiration Date: 8/31/19

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Appendix

Appendix A: Financial Statements

Appendix B: Required Forms



Credit: Google Earth

1. BACKGROUND AND PROJECT SUMMARY

The City is requesting services related to preparation of CEQA compliance documents, or peer review of CEQA compliance documents prepared by a project applicant's team. CEQA compliance documents may include, but are not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations and Environmental Impact Reports. In addition, the City may also request services that include the preparation of technical studies in support of CEQA compliance documents or peer review of technical studies prepared by an applicant's team.

With a team that has over 25 years of work experience on project specifically in Costa Mesa, on projects such as Home Ranch, the Westside Specific Plan, The CAMP, three generations of General Plan Updates, and traffic model development, and with almost 50 years of experience in the preparation of CEQA documents, we are uniquely qualified to assist with your needs.

Our team of professionals is well qualified in the preparation of the full range of CEQA documents and can assist the City with the following:

- CEQA compliance documents
- Technical studies in Transportation/ traffic
- Parking
- Air quality/Greenhouse Gas Emmissions
- Noise
- Any combination of these services

2. METHOD OF APPROACH

1 Implementation Plan

Project Reporting and Process

Critical to our overall success is getting started in the right direction. Thoroughly understanding the project requirements and your primary objectives is paramount. The project will only be successful if we understand what is important to you, and if we understand the obstacles that must be navigated to reach the desired destination in accordance with the project objectives. Anticipating challenges and a strong understanding of the likely response when obstacles are encountered improve our chances for a successful outcome.

Key elements of our proposed approach include the following:

- Understand your goals
- Define the deliverables
- Establish the appropriate technical procedures
- Define the critical path
- Assign the best personnel and quality resources
- Seek proactive resolutions before problems arise
- Provide complete and accurate documentation

A typical on-call project process is shown below.



Quality Assurance Program

We are committed to improved project execution, product quality, and reducing quality related costs. ISO 9001:2008 is an internationally recognized standard for quality management and has been adopted by Stantec to reduce the risk and consequences of technical errors, improve productivity and efficiency, promote the quality and reliability of our services, improve financial performance, increase client confidence, and support regulatory compliance. We obtained companywide ISO 9001 certification in 2008 after undergoing an extensive internal and external scrutiny of our established policies

and practices. Our high-quality standards help reduce the risk and consequences of technical errors and improves productivity and efficiency.

The Stantec Quality Management System (SQMS) helps to communicate our practices for planning, managing people, client satisfaction, practice management, and managing subconsultants. SQMS's foundation is the Project Management Frameworks tool (PM Frameworks) presented below.

This tool is readily accessible to our staff; provides the essential guidelines, templates, and training for effective project management; and its use is audited on a regular basis. The

Project Management Framework

- 0 Prepare a **proposal** that includes a **preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.
- 1 Obtain **written instructions to proceed** and execute an **approved contract**. Obtain written subconsultant agreements (if applicable).
- 2 Prepare a **Project Plan** to an appropriate level of detail. Conduct and document an **independent review**.
- 3 Establish hard copy and electronic **project record directories** and file project records accordingly.
- 4 Complete a Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.
- 5 Monitor the **PM Dashboard** on a regular basis. Follow best practices for managing project **financials**, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).
- 6 Obtain the client's written approval on **scope of service changes** in a timely manner.
- 7 Conduct and document a **quality review** of all final* deliverables prior to issue.
- 8 Conduct and document an **independent review** of all final* deliverables prior to issue.
- 9 Close off the project **financials** and close out the **project files**.

* FINAL: A final deliverables is defined as any record (written or graphic) based on professional expertise or judgment that is intended to be relied upon by others and that provides direction to others as part of a service to the public (e.g., professional reports, documentation issued for construction, permit submissions, and maps).

PM Frameworks is organized into 10 primary activities that must occur on each project. Many of the activities identified occur on a regular basis throughout the life of the project to properly manage the budget and schedule, and to confirm that the construction documents meet industry quality standards and client expectations. Additional tasks beyond the 10 primary activities are added as needed to address the unique elements of a project.

Part of the Project Implementation Plan is the Quality Management Plan, a critical component of which is verifying that all staff involved in the project are aware of the Plan and committed to following its direction. The project manager is responsible for providing project staff with the Quality Management Plan and other related documents which outline project and client specific requirements and encourage their use through ongoing discussion and Quality Reviews/Audits. Each project team member is responsible for the quality of their work and is expected to provide an appropriate level of quality control.

We encourage using checklists to assist in the reviews and provide review documentation. Our project manager Daryl Zerfass will designate appropriate staff from each discipline to carry out internal quality assurance reviews. The reviews will be carried out by an individual knowledgeable of the technical requirement for a particular activity but has not been directly involved in preparing the material for that activity. The internal reviews will occur prior to major milestone submittals to minimize the client's review comments. QA/QC manager, Mohammed Heiat, PE, will review the initial project scope and schedule to customize the QA/QC program for this project. He will review the procedures, analyses, recommendations, technical memoranda, and reports. We use a fully integrated, Oracle-based accounting system for project financial control. All accounting procedures require appropriate fiscal authority and are subject to Sarbanes-

Oxley controls and US GAAP (Generally Accepted Accounting Practices). The project level financial information is made readily available on the project manager's desktop. Our PM Dashboard tracks the project budget at the work labor breakdown structure level and provides updated budget information to the project manager on a weekly basis.

2 Scope of Work

The City is requesting services related to preparation of CEQA compliance documents, or peer review of CEQA compliance documents prepared by a project applicant's team. CEQA compliance documents may include, but are not limited to initial studies, negative declarations, mitigated negative declarations and environmental impact reports. In addition, the City may also request services that include the preparation of technical studies in support of CEQA compliance documents or peer review of technical studies prepared by an applicant's team.

Key task leaders, such as Keith Rutherford, TE, for traffic studies and Mike Weber for CEQA documents, will coordinate directly with City staff to develop the specific technical scope of work needed for the task at hand and will oversee our deep bench of technical experts who will assist with the preparation of the analysis.

Our local team provides full-service traffic engineering and transportation planning, ranging from analyzing impacts of proposed development projects, preparing design plans for traffic signals and roadway striping, the planning and operations analysis of transit systems, to preparing specific plan circulation and mobility elements are some of the many services we provide that may be requested by you. Our work has included extensive experience in analysis of motorized transportation, including assessing Level of Service and travel demand modeling for future land use plans. We are also authorities on Complete Streets and assessments of non-

motorized traffic. Our transit services include the full spectrum of planning, operations, facilities, maintenance, safety, asset management, and business strategy. We have experience in and are prepared to address any planning and outreach needs to develop consensus for innovative transportation techniques, such as roundabouts and bicycle infrastructure. We also have unique qualifications and experience with grant funding applications and opportunities to help fund your future projects. Our strength in preparing technically sound and legally defensible traffic impact studies for CEQA documents, will greatly help the City achieve its goals.

We have significant experience with all aspects of traffic impact study projects anticipated under this on-call agreement. We are very seasoned with the City of Costa Mesa traffic study procedures and preferences, along with your travel demand model which we initially developed and, most recently, updated for use in the 2015 General Plan update.

Traffic & Parking Studies

Land development projects require an analysis of project-level transportation impacts. We will prepare a comprehensive analysis that includes all the necessary information for the City's decision makers to understand the potential impact to the transportation system resulting from the project, or to help define a scope of work to be followed by the developer's consultant. We have specialists experienced in the preparation of vehicle impact studies, pedestrian and bicycle circulation evaluation, parking studies, and air quality analysis.

To prepare a transportation analysis, we first estimate the amount of traffic to be generated by the project. We can calculate the amount of project trips using the City's four-step travel demand model, the Costa Mesa Traffic Model (CMTM), by using standardized Institute of Transportation Engineer (ITE) trip generation rates, or by deriving customized rates using

case studies-whichever is most appropriate for the project. The geographical distribution of those trips, derived either by using CMTM or based on engineering judgment, is then defined. The study area will generally include those intersections where the project adds 51 or more trips during either the AM or PM peak hour.

The City's written traffic study guidelines provide the specific criteria to determine the scenarios to be included in a traffic impact study. We define the existing conditions using traffic counts and use a listing of related projects to develop a short range cumulative traffic setting. Short range cumulative condition forecasts (generally a three to seven-year timeframe) are produced, and long-range cumulative condition forecasts are produced for projects requiring a General Plan amendment. We then prepare a roadway capacity analysis for mid-block segments and intersections, along with the proposed points of access to the project site. We utilize the Intersection Capacity Utilization (ICU) method for intersection analysis, or Highway Capacity Manual (HCM) methodology when appropriate. Significant project impacts are defined based on the City's criteria, and mitigation measures are identified when necessary. Depending on the scale of analysis, we will document the study in letter form, a technical memorandum, or a comprehensive report. As state guidelines transition to the use of vehicle-miles-of-travel (VMT) as the metric for environmental impact analysis, we will assist the City with development of the necessary VMT data for project analysis. When modifications or upgrades to transportation corridors are proposed, we prepare a long-range corridor study to assess and define the specific changes to the roadway network. This analysis includes the collection of existing condition traffic data, a field review of existing conditions, forecasting future traffic volumes using CMTM, and capacity analysis of the subject intersections and mid-block roadway segments. A safety analysis is also prepared,

along with evaluation and development of Active Transportation design components.

For corridor studies, we work closely with the overall project team, which typically includes the civil and utility engineers, urban planners, landscape architects, and the City's planning staff. Participation in neighborhood outreach or charrette events is often needed. The level of traffic analysis varies depending on the scale of the project, but can include support for environmental documents, developing microsimulation models for operational analysis, and preparation of highly detailed concepts, photo simulations and/or 3D animation for presenting alternatives to the public.

To develop a transportation plan, whether an Active Transportation Plan, a citywide transportation impact fee program, or preparation of inputs for a regional transportation improvement program, our transportation professionals develop short and long range transportation plans through a collaborative process that recognizes that transportation and land use planning are no longer separate functions. We develop plans sensitive to the local environment by considering the specific users of the corridor so that the overall approach is reflective of the goals of the community. This approach to planning naturally results in documents that are appropriately focused on multi-model features when applicable, and results in complete streets based on the context of the corridor or area. Our experience with travel demand forecasting and simulation analysis aid in the development of both short and long-range transportation plans by providing the necessary level of technical analysis.

Traffic Study Review

As an extension of City staff, we will peer review transportation planning and traffic impact technical studies prepared by others. Utilizing the City's review checklist, or our own traffic study quality control checklist, we will

review the transportation planning studies prepared by other consultants prior to the review by City staff. We have prepared hundreds of traffic impact studies ourselves, and have a deep knowledge of requirements for a broad range of transportation study types. Our review will include a thorough check of completeness, a verification of all calculations, and a check of assumptions for reasonableness. Our thorough review will save City staff time by identifying calculation errors as well as flagging fundamental big picture issues early in the review process, so that City staff can focus their efforts on the high-level aspects of the project.

Traffic Simulation

Project development can bring many questions. Our design visualization services help bring into focus critical components throughout a project's life cycle and provide accurate traffic information for your project design. We use programs such as VISSIM, CORSIM, Synchro/SimTraffic and Transmodeler to create 3D traffic simulations that show current and predicted future traffic volume, producing detailed operational statistics and animated videos as a final deliverable.

Public involvement brings its own challenge: convey highly technical or complex information to a non-technical audience. With our design visualization tools, we can convey your project messages in terms that are understandable and relatable. Using Autodesk 3ds Max, we can create 3D models to show your design as a photo-realistic rendering or animation, providing a useful graphic to talk to.

We also have more interactive visualization methods. Our driving simulators use a gaming engine to make an interactive experience. The person uses a gaming wheel and "drives" through the project, with real-time responses in a virtual version of your project. We also use YouTube 360 to create 360-degree animations that allow you to see every angle of your

project as you move the screen around. The technology uses the models created in 3ds Max and renders them out in a way that the viewer can look around the entire scene interactively.

Site Access Studies

Site specific access evaluation is necessary when modifications are being considered for a roadway corridor and also as site development plans are submitted for review. We evaluate access concepts based on both the standard geometric design requirements, as well as capacity needs based on the land uses being served. We compile existing condition data in the form of traffic counts, pedestrian and bicycle counts, accident records, and roadway geometrics. Aerial photography combined with engineering surveys, when needed, provide a basemap of existing conditions. We conduct a field review to document items not otherwise apparent and to obtain a basic feel for the area. Future condition traffic volumes can be derived using the CMTM, and detailed operational analysis is prepared using various types of soft ware as applicable to the specific type of project being undertaken. The discussion above, explains the various options for simulation analysis. Our experience with travel demand forecasting and simulation analysis provide a solid technical basis for access studies.

Traffic Counts

Traffic counts and data collection, if required, will be coordinated by us and conducted by one of the several data collection firms that we use to collect this data. We have a long and successful working relationship with each of the firms shown in this proposal. Having a relationship with several firms allows us to provide the shortest turnaround times possible for collecting and compiling data.

Review and Preparation of Air Quality/Greenhouse Gas Emissions Studies

Stantec will provide third party review of or prepare Air Quality/Greenhouse Gas Emissions Studies to support CEQA compliance for City lead agency projects. We practice implementation of the South Coast Air Quality Management District CEQA Handbook and thresholds of significance, estimate project emissions using the California Emissions Estimator Model (CalEEMod) and other models, and SCAQMD Localized Significance Criteria Methodology. When the need arises, we perform criteria air pollutant dispersion modeling and health risk assessments. We have a deep understanding of rules and regulations applicable to a wide variety of emissions sources and activities. Stantec will apply this technical expertise at the City's request to provide review and comment of proponent prepared Air Quality/Greenhouse Gas Emissions Studies and adequacy to support CEQA or prepare Air Quality/Greenhouse Gas Emissions Studies adequate to support CEQA compliance. As an example, we recently prepared an Air Quality/Greenhouse Gas Emissions Study to support an EIR for the City of Fontana to analyze potential air quality/greenhouse gas emissions impacts of their 2015-2035 General Plan Update.

Review and Preparation of Noise Studies

Stantec will provide third party review of or prepare Noise Studies to support CEQA compliance for City lead agency projects. We routinely quantify and analyze potential noise impacts of a wide variety of project types. Our qualifications range from analyzing noise or vibration impacts from virtually any construction activity to the noise levels a sensitive receptor could experience from a change in vehicular traffic. We have the ability to model stationary point and line sources

using models such as CadnaA and the Traffic Noise Model. We have an expertise in noise control and understand what is necessary to meet applicable noise standards and ordinances. Stantec will apply this technical expertise at the City's request to provide review and comment of proponent prepared Noise Studies and adequacy to support CEQA or prepare Noise Studies adequate to support CEQA compliance. As an example, we recently prepared a Noise Study to support an EIR for the City of Glendale to analyze potential noise impacts of modernizing their existing power plant adjacent to residential land uses, the largest public works project proposed in the City of Glendale's history.

Review and Preparation of CEQA Documents

Stantec will provide third party review of or prepare CEQA documents for City lead agency projects. We have successfully prepared CEQA documentation for a wide variety of lead agencies and project types throughout California since the inception of CEQA. We possess a deep understanding of the CEQA Guidelines including applicability of Categorical and Statutory Exemptions. We can assist in determining whether a project can be found exempt from CEQA or the level of analysis necessary. We can review the adequacy of or prepare Initial Studies, Negative Declarations/Mitigated Negative Declarations, or Environmental Impact Reports. With over 400 environmental services professionals in California alone, we have the in-house technical expertise for each environmental factor considered under CEQA. Our CEQA team also includes Juris Doctors, which through their routine involvement in the process, improves the legal defensibility of our CEQA deliverables. Stantec can also prepare

documentation that meets National Environmental Policy Act requirements, should City projects be eligible for federal funding or require federal actions. Stantec will apply this expertise at the City's request to provide review and comment of proponent prepared CEQA documents or prepare CEQA documents. For example, we recently completed an Addendum to an EIR for the City of Costa Mesa necessary to adopt an Alternative Transportation Plan and prepared an Initial Study/Mitigated Negative Declaration for the City of Newport Beach to secure \$1.7MM in grant funding for their innovative water wheel trash removal project.

3 Detailed Project Schedule

The preparation of traffic impact studies and CEQA documents vary in duration depending on the size of the project and the scope of the analysis. Technical studies can vary in duration from as short as a few weeks, to as long as a year for complex projects. We will coordinate with City staff at the onset of the project to determine an appropriate schedule for the requested assignment.

4 City Staff Tasks

For each assignment, City staff will be expected to provide a concise and final project description to be used for the impact analysis.

5 We are Innovative

Creativity and innovation are values we bring to all of our projects. We believe in supporting original ideas, research and development, and fresh thinking that brings added value to our clients and communities. To that end, Stantec's Creativity & Innovation (C&I) Program nurtures the efforts of our people to think

freely, try something new, connect with like-minded innovators within the company and beyond, and make a difference.

Creative and innovative thinking is essential to our work, and a key differentiator we bring to our clients. We're proud to offer our people an outlet to strive for discovery, a safe place to take risks, and the leadership support to guide them along the way. Our C&I Program launched in 2016 and, since then, has supported and rewarded hundreds of innovators across our Company.

Creativity and Innovation Program

GREENLIGHT

An internal grant program that awards anywhere from \$10,000 to \$100,000 to support the development of new ideas in their infancy.

THE INNOVATION FORUM

The C&I Program's signature event, this internal conference brings the leaders of our most innovative projects together in a forum that recognizes and celebrates innovation in action.

THE VENTURE FUND

An in-house venture capital program that supports business plans for new services and geographies that will deliver an acceptable return on investment.

PUBLISH & SPEAK

A program that rewards and recognizes our people for speaking at events attended by clients, or publishing articles in media likely to be read by clients.

C&I WORKSHOPS

On-request forums to explore innovation together with our clients.

We're always looking to collaborate with our clients and communities. If you're interested in a C&I Workshop or other innovative partnership, please reach out to Stanis Smith (stanis.smith@stantec.com), executive vice president, innovation, to discuss the world of opportunities we can create by putting our heads together.

Creativity and innovation: It's part of what makes Stantec, Stantec.

6 Recruitment, Hiring and Retention

Stantec is committed to attracting, engaging, and developing employees with a diverse range of talents and perspectives. To support this commitment, our policy is to provide equal opportunity to all employees and applicants. Stantec has developed a standardized approach to position posting requirements, to create full transparency for our internal candidates, provide opportunities for advancement and career development, deliver consistency across a global operation, and eliminate barriers to equal opportunity for all applicants during the application/hiring process. As such, all open positions, in addition to being posted internally on our company intranet, are required to be posted on our website for a minimum of three days. All applicants are reviewed and acknowledged by our talent acquisition team. Displaced City staff should be directed to our current postings at the following web address: <https://stantec.jobs/>

3. QUALIFICATIONS AND EXPERIENCE

1 Company Information

Legal Name of Corporation: Stantec Consulting Services Inc.
Street Address: 475 Fifth Avenue, 12th Floor, New York, New York 10017-7239
State of Incorporation: New York City (1929)
Stock Exchange (NYSE and TSX): STN
Length of Time Providing Services: 64
Employees: 22,000+ (1,400+ in California)
Number of Office Locations: 400+ (globally) 20+ (in California)
Local office address: 38 Technology Drive • Irvine, California • 92618-5312
Date local office opened its doors for business: We started as Stantec Architecture Inc. in Irvine in 2005. We started as Stantec Consulting Services Inc. in Irvine in 2009.

Names of Officers of Stantec Consulting Services Inc.

Directors: Scott L. Murray, Jeffrey P. Stone
Officers: President, Gordon A. Johnston; Executive Vice President & Chief Operating Officer, Scott L. Murray; Executive Vice President & Chief Business Officer, Valentino DiManno; Executive Vice President and Chief ; Practice and Project Officer, Steve Fleck; Executive Vice President, Leonard Castro; Executive Vice President, Marshall W. Davert Jr.; Executive Vice President, Michael A. Kennedy; Executive Vice President, Stuart E. Lerner; Executive Vice President, Kirk M. Morrison; Executive Vice President, Eric Nielsen; Executive Vice President, Catherine Schefer; Executive Vice President, Robert Seager; Executive Vice President, Stanis I.R. Smith; Executive Vice President, Russ Wlad; Senior Vice President & CEO - Engineering, Brian Larson; Senior Vice President & CIO, Chris McDonald; Senior Vice President, John Adams; Senior Vice President, Paul J.D. Alpern; Senior Vice President, Richard Andrachek; Senior Vice President, Donald W. Armour, Jr.; Senior Vice President, Jamie Bagan; Senior Vice President, Donal J. Bassett; Senior Vice President, David R. Bernier; Senior Vice President, Clayton A. Bock; Senior Vice President, Patrick G. Corser; Senior Vice President, Paul J. DeKeyser; Senior Vice President, Nigel Denby; Senior Vice President, David J. Emery; Senior Vice President, Mario Finis; Senior Vice President, Reno Fiorante; Senior Vice President, Joseph Geller; Senior Vice President, Anton Germishuizen; Senior Vice President, James Grasty; Senior Vice President, Jeffrey Green; Senior Vice President, John J. Hanula; Senior Vice President, David Haywood; Senior Vice President, Fay (Skip) L. Holland; Senior Vice President, David Irvine; Senior Vice President, Isabelle Jodoin; Senior Vice President, Dave Lamontagne; Senior Vice President, Jon Lessard; Senior Vice President, James E. Lindell; Senior Vice President, Lui Mancinelli; Senior Vice President, John S. Montgomery; Senior Vice President, Bjorn Morisbak; Senior Vice President, Janet L. Mulligan; Senior Vice President, Robert Mullins; Senior Vice President, Michael Newbery; Senior Vice President, James (Jim) R. Obermeyer; Senior Vice President, Eric Overton; Senior Vice President, Simon O'Byrne; Senior Vice President, Dean Palumbo; Senior Vice President, Philip R. Perciavalle; Senior Vice President, Stephen W.K. Phillips; Senior Vice President, Richard E. Pineo, , Senior Vice President, Ward Prystay; Senior Vice President, Ryan Roberts; Senior Vice President, Peter Salusbury; Senior Vice President, Asifa Samji; Senior Vice President,

Rodney Schebesch; Senior Vice President, Chander K. Sehgal; Senior Vice President, Constantino Senon; Senior Vice President, William F. Shelley; Senior Vice President, Keith Shillington; Senior Vice President, Emree Siaroff; Senior Vice President, Robert A. Simm; Senior Vice President, David Smith; Senior Vice President, Donald J. Spiegel; Senior Vice President, Scott Storlid; Senior Vice President, John Take; Senior Vice President, Glenn S. Tarbox; Senior Vice President, Jonathan R. Treen; Senior Vice President, Susan Walter; Senior Vice President, Mike Watson; Vice President, Frank Aceto; Vice President, Nick Bokaie; Vice President, Donald Del Nero; Vice President, Michael Reagan; Vice President, Alfonso Rodriguez; Vice President, Jeffrey P. Stone; Senior Principal, Scott Buttari; Principal, Robert R. Cunningham; Senior Associate, Steve Shadix; Associate, Jason Schneider; Associate, Kelly VanElders; Associate & CEO – Surveying, Jerome Means; Right of Way Officer, Linda Brown; Right of Way Officer, Geraldine V. Webb; Corporate Counsel, David Archer; Corporate Counsel, Donald Blackwell; Corporate Counsel, William A. Butler; Corporate Counsel, Thomas Curran; Corporate Counsel, William J. Edwards; Corporate Counsel, Cate Hite; Corporate Counsel, Katharine LaFrance; Corporate Counsel, Christy J. Leonard; Corporate Counsel, Amy Oygen; Corporate Counsel, Marissa Johnson Prakash; Corporate Counsel, Robert Ray; Corporate Counsel, Corey Sanchez; Corporate Counsel, Matthew Storey; Corporate Counsel, John Wood; Secretary, Christopher O. Heisler; Assistant Secretary, Jeffrey P. Stone; Treasurer, Theresa Jang

2 Stantec Consulting Services Inc. is not a partnership or a joint venture.



3 List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

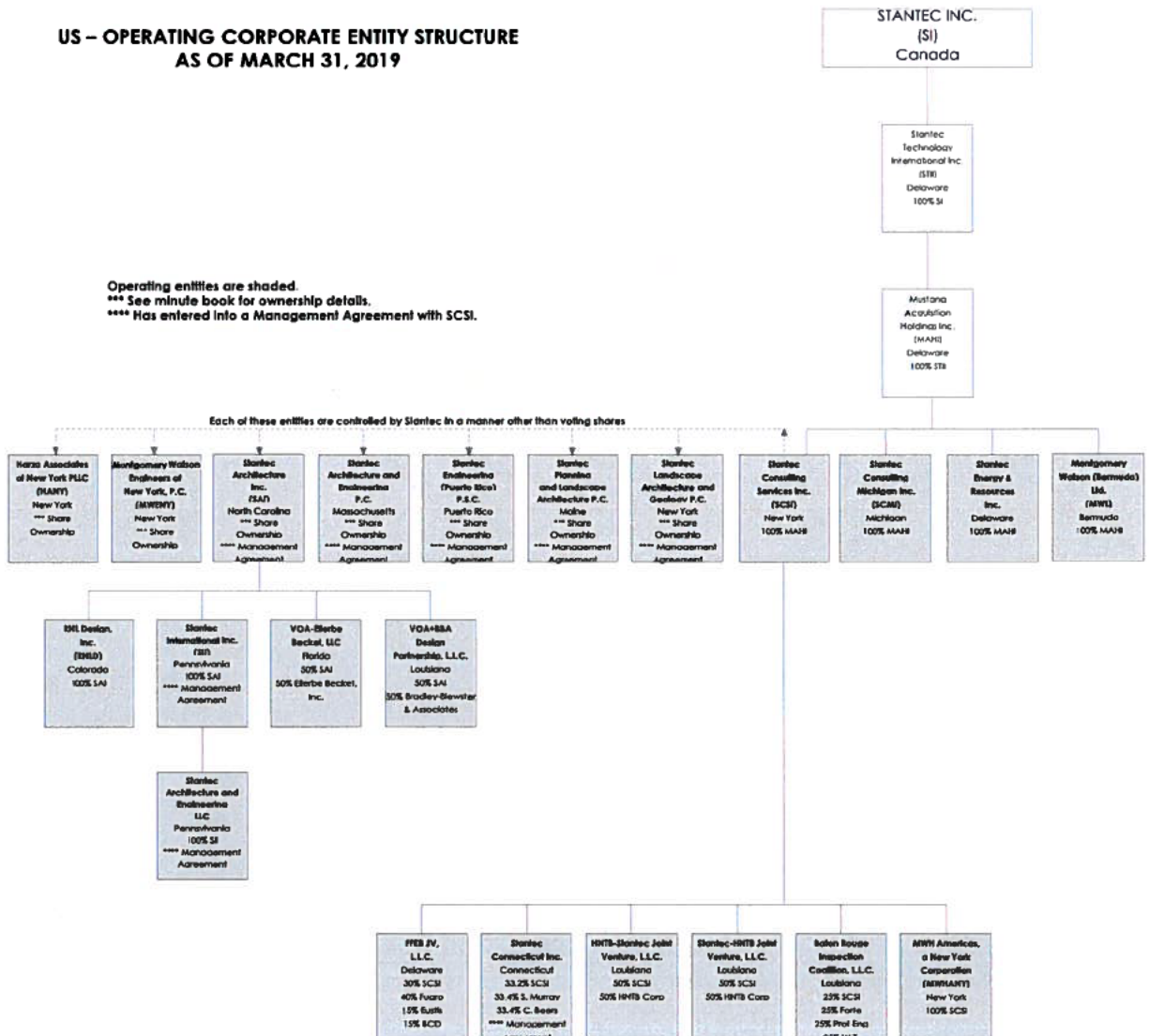
Please see our US Corporate Entity Structure (Figure 1) which includes operating entities for Stantec Inc. as of March 31, 2019. This includes Stantec Consulting Services Inc, the submitting entity for this opportunity.

4 List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

While Stantec does not have a designated business manager, several Officers of Stantec Consulting Services Inc. are also Officers of current affiliates and subsidiaries of Stantec or were Officers of companies acquired by Stantec. If needed, we are able to provide additional information regarding our corporate structure and officer.

5 Stantec Consulting Service Inc. has been in business for 14 years under our present business name.

**US – OPERATING CORPORATE ENTITY STRUCTURE
AS OF MARCH 31, 2019**



6 Stantec's Similar On-Call Contracts

Keeping your projects on schedule and within budget requires an integrated, skilled, and motivated team that is especially familiar with the local environment, communities, and public agencies. We're successfully managing a range of traffic engineering and transportation planning projects throughout Southern California— with 80 percent of those being driven by local agencies.

Client	Length of Time Short Scope of Work	Reference (Name, title, phone number)
City of Anaheim Traffic	2014-Present Engineering and Transportation Planning Services	David Kennedy Associate Transportation Planner (714) 765-5183
City of Irvine	2000-Present Traffic Engineering and Environmental Services	Jaimee Bourgeois, PE City Traffic Engineer (949) 724-6369
Port of Long Beach	2016-Present Traffic Engineering Services	Rajeev Seetharam, PE, TE Senior Traffic Engineer (562) 283-7871
City of Lake Forest	2011-Present Consultant Services	David Rogers Traffic Engineering Manager (949) 461-3485
City of Newport Beach	2013-Present Civil Engineering Services	Andy Tran, PE Senior Civil Engineer (949) 644-3315
City of Downey	2014-Present Traffic Engineering Services	Edwin Norris Deputy Director of Public Works (562) 904-7110
City of Ventura	2011-Present Professional Services	Chandra Chandrashaker (805) 654-7714 cchandrashaker@cityofventura. ca.gov
City of Diamond Bar	2016-Present Traffic Engineering Services	Christian Malpica Associate Engineer (909) 839-7042

Additional Experience



COUNTY OF ORANGE, ENVIRONMENTAL SERVICES ON-CALL PROJECTS

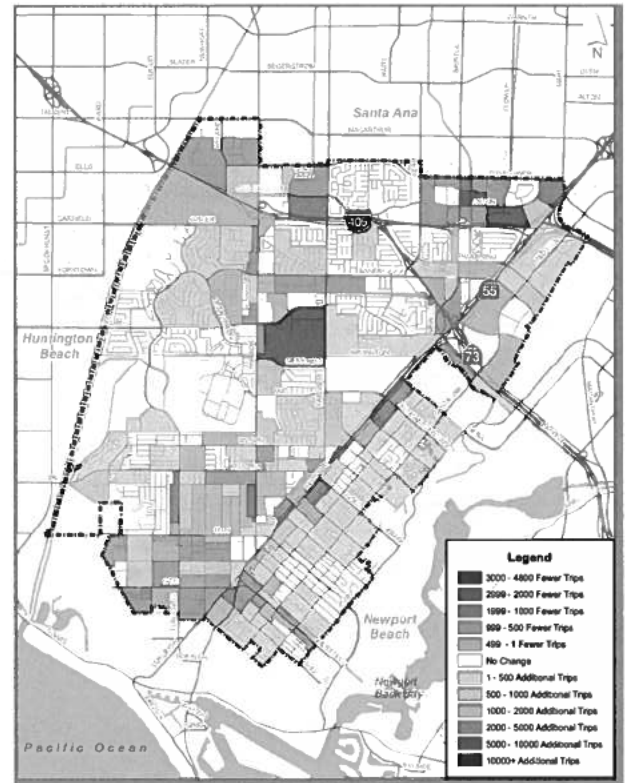
Orange County, California

Stantec has provided professional environmental consulting services Orange County under multiple on-call contracts. Specifically, we provided permitting and compliance services in support of the following:

- Hangman's Parking Lot Repair and Arizona Crossing Replacement (repair of parking area damaged during storm event, installation of embankment protection, Arizona crossing, and culverts);
- Modjeska Boxcar Bridge Raising and Protection (raising of existing bridge, removal of accumulated streambed sediments, and embankment protection);
- San Juan Road and Verdugo Creek Repairs (removal of accumulated sediment from streambed, replacement of culverts under road crossing, and placement of embankment protection);
- Aliso Creek Trail Slope Repairs (repair of bike and pedestrian pathway damaged during storm events);

- Open Space Interim Improvements Plan (recreational development on open space donated to the County of Orange); and
- Craig Park Bike Facility (construction and operation of a bike facility on lands owned by the U.S. Army Corps of Engineers).

Stantec's environmental scope of work has included preparation of discretionary permit application packages, meetings with regulatory agencies, air quality and greenhouse gas emissions studies, Jurisdictional Waters delineations, reconnaissance-level biological resource surveys for sensitive plant and wildlife species, focused surveys for arroyo toad, preparation of habitat mitigation and monitoring plans, cultural resources studies, paleontological resources studies, notices of exemption, and initial studies/mitigated negative declarations. Or deliverables commonly cited the projects' consistency with applicable American Disability Act requirements, an important legal interest for the County of Orange.



ACTIVE TRANSPORTATION PLAN
 Costa Mesa, California

We prepared an Active Transportation Plan outlining the vision, strategies, and actions that will be implemented to improve the cycling experience in Costa Mesa. The Plan focuses on the completion of the bicycle network by identifying existing and absent connectivity and giving recommendations for potential improvements to the system and programs. The Costa Mesa Active Transportation Plan is designed to encourage bicycling for commuting and recreational purposes, outline the needed facilities and services, maximize funding sources for implementation of bicycle infrastructure, and enhance quality of life. We evaluated multiple options for CEQA that included categorical and statutory exemptions, a project-specific IS/MND, and an Addendum or Supplement to the EIR certified for the 2015-2035 Costa Mesa General Plan.

COSTA MESA GENERAL PLAN UPDATES
 Costa Mesa, California

The City completed an extensive update to its General Plan, including land use and mobility (circulation) elements. We were responsible for the mobility element, including an update to the City's travel demand forecasting model, plus improved goals and plan updates for complete streets and active transportation. The travel demand model was developed within the OCTA modeling consistency framework to more precisely analyze traveler's response to the expected circulation system and to recognize opportunities and constraints.

Innovative uses of roadway infrastructure such as roundabout corridors and infrastructure induced greater mode share for active transportation and transit. This included analyzing various cross sections and roadway recommendations to make sure roadways are best suited for all users.



ON-CALL TRAFFIC ENGINEERING AND ENVIRONMENTAL SERVICES

Irvine, California

Stantec has been providing traffic engineering on-call services for the City of Irvine for over 20 years. Most recently, Stantec was selected to provide on-call services for multiple disciplines, including preparation of transportation project study reports and environmental documentation. This work includes preparation of traffic analyses, preliminary engineering, and the preparation of environmental documents in compliance with the California Environmental Quality Act (CEQA) for locally funded projects, the National Environmental Policy Act (NEPA) for federally funded projects, and documents compliant with both CEQA and NEPA for projects that have a combination of local and federal funding. Our scope of services also includes preparation of technical studies such as Phase I environmental reports, preliminary water quality

management plans, and regulatory compliance of filings, public notices, public outreach, responses, and development of mitigation measures. Additionally, we will be assisting the City with grant writing for transportation funding from programs such as those administered by the Orange County Transportation Authority (such as M2-CTFP and CMAQ-BCIP), SCAG, Caltrans (such as ATP and HSIP), and federal programs (such as BUILD). This work includes preparation of the grant application, cost-benefit analysis, economic impact analysis, and cost estimating.



Credit: Google Earth

FAIRVIEW ROAD SAFETY IMPROVEMENTS

Costa Mesa, California

Stantec prepared a Preliminary Environment Study (PES) pursuant with the Caltrans Local Assistance Procedures Manual for this roadway safety improvement project. The PES evaluated construction of raised medians, ADA-compliant sidewalks and access ramps, curb and gutter, signalization, signing and striping improvements, and bike lanes. The PES was used in support of obtaining a Categorical Exclusion from the National Environmental Policy Act for the federally funded project.

LAGUNA CANYON ROAD PEDESTRIAN PATHWAY

Laguna Beach, California

Stantec provided environmental services for this Laguna Beach Public Works Department Capital Improvement Program project that involved constructing a 900-foot-long decomposed granite pedestrian pathway within an existing road right of way linking an existing educational facility to additional parking. Stantec prepared an air quality/greenhouse gas emissions study, biological resources technical report, cultural resources study report, and Initial Study/Mitigated Negative Declaration to support California Environmental Quality Act compliance.

E&B RESOURCES PROPOSED OIL PRODUCTION PROJECT

Hermosa Beach, California

On behalf of the City of Hermosa Beach, Stantec reviewed applicant prepared technical studies adequacy to support the public environmental review process for this controversial project involving oil development within an urban, coastal community. Stantec evaluated Photo Simulations, a Traffic Study, a Geotechnical Report, a Phase I Environmental Site Assessment, a Phase II Environmental Site Assessment, and a Remedial Action Plan. Stantec also managed preparation of a new traffic study, supplemental photo simulations and the aesthetics, geology and soils, hydrology and water quality, and transportation sections of the EIR.

CITY OF FONTANA GENERAL PLAN UPDATE

Fontana, California

Stantec prepared the update to the City of Fontana's general plan, EIR, and zoning code. In addition to the general plan update, we provided supporting plans and initiatives, including a downtown area plan, a Valley Boulevard plan for a long-term auto/truck sales corridor, mixed-use development potential for commercial corridors, and updated zoning to reflect the new general plan. A key component of the project included development of a transportation and connectivity best practices white paper that evaluated California legislation that affects transportation planning such as SB 373/ AB 32: The Sustainable Communities and Climate Protection Act; AB 1538: The California Complete Streets Act; and SB 743: Vehicle Miles Traveled. Additionally, the white paper described multimodalism, pedestrian and bicycle facilities, transit systems, and traffic calming measures that were incorporated into the updated general plan. A robust public engagement program was provided for Fontana residents and other stakeholders. Stantec was responsible for managing the overall general plan update which includes the following primary tasks:

- Community engagement plan and workshops;
- Project website and social media outreach;
- Stakeholder interviews and community survey;
- General plan advisory committee workgroup meetings;
- Public workshops, outreach events, and open houses;
- Technical background reports to

- support the general plan update;
- General Plan 2015–2035 development;
- Downtown area walkable mixed-use plan;
- CEQA compliance including preparation of program EIR;
- Zoning ordinance update including development of form-based code; and
- Planning commission and city council presentations.

The project was one of the first General Plans in California to be subject to a new law (Senate Bill 1000) that required inclusion of Environmental Justice as a component of the City's new General Plan. As such, Stantec worked with the City and Environmental Justice stakeholders in the City and region to create an innovative presentation and analysis of Environmental Justice issues that met the scope and intent of the new Environmental Justice law. Stantec collaborated alongside City and third-party legal counsel throughout the CEQA process.

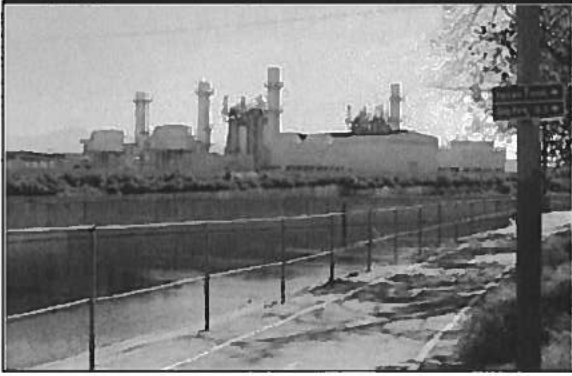


Photo simulation of Grayson Power Plant

GRAYSON POWER PLANT REPOWERING

Glendale, California

Stantec provided comprehensive environmental consulting services to the City of Glendale for the proposed repowering (modernizing) of the City's existing Grayson Power Plant originally constructed in the 1940s. The repowering project would have an approximately 300-megawatt, natural gas fueled electrical generation capacity and represents the largest public works project in the City's history. Stantec's scope of work included California Environmental Quality Act (CEQA) compliance services consisting of public scoping and outreach, Initial Study (IS), Environmental Impact Report (EIR), and public noticing. Stantec prepared multi-disciplinary technical studies to support the environmental impact analysis including an Architectural/Historic Resource Evaluation, Biological Resources Technical Report, Phase I and II Environmental Site Assessments, Soil Management Plan, Lead & Asbestos Survey Report, Geotechnical Study, Hazardous Materials Accidental Release Modeling, Hydrology Study, Noise Study, Traffic Study, Visual Assessment Study, and Water Supply Assessment.

The project is subject to substantial public and non-governmental organization input. Natural-gas fueled

power plants, such as Grayson have become increasingly controversial in recent years. Stantec assisted in developing and implementing a public outreach program that greatly exceeded those required by CEQA or City policy. Stantec developed a range of outreach materials such as fact sheets, photo simulations, and presentations for stakeholder meetings. Stantec designed and maintained a project website and represented the City of Glendale during meetings with stakeholders such as local homeowner's associations, adjacent businesses, labor unions, and chamber of commerce. We also presented CEQA-related information to decision makers such as the City Planning Commission and City Council during public hearings. Stantec collaborated alongside City and third-party legal counsel throughout the CEQA process.

PUEENTE VALLEY OPERABLE UNIT INTERMEDIATE ZONE INTERIM REMEDY

Industry, California

Representing the interests of an aerospace industry client, Stantec prepared and noticed an IS and MND for the La Puente Valley County Water District. The project included extracting contaminated groundwater through nine wells, installing water conveyance pipelines for several-miles, constructing and operating a reverse osmosis water treatment plant, and reuse of the treated water as a potable water supply to area water purveyors. The project was subject to compliance with a U.S. EPA Consent Decree and approval by numerous state and local regulatory agencies.

KINGS CANYON PLACE

Fresno, California

Stantec provided a range of permitting, CEQA/NEPA compliance, and grant funding support services for this Cesar Chavez Foundation transit-oriented development project including 135 affordable senior and family apartments within the City of Fresno. We conducted Phase I and II Environmental Site Assessments, a geotechnical study, an acoustical study, and an arborist study to support public environmental review of the project. We prepared a NEPA Environmental Assessment for federal HUD funding eligibility, assisted with demonstrating CEQA compliance, and facilitated the grant of state Cap and Trade funds for the project. Stantec's support also included development of the Rule 9510 Indirect Source Rule Application and a Soil Management Plan.

TELEGRAPH ROAD TRAFFIC THROUGHPUT AND SAFETY ENHANCEMENTS

Downey, California

Stantec provided California Environmental Quality Act and National Environmental Policy Act-related services for this City of Downey roadway project involving construction of raised landscape median islands, sidewalk improvements, and intersection signal modifications along 1.6 miles of Telegraph Road in the City of Downey. After conducting a preliminary environmental screening of the project that was used to support a National Environmental Policy Act Categorical Exclusion, Stantec prepared and filed a California Environmental Quality Act Notice of Exemption (Categorical, Class 1) with the County Clerk and State Clearinghouse to support a streamlined environmental review and permitting process.

SOUTH STREET SIDEWALK GAP CLOSURE

Anaheim, California

Stantec prepared a Notice of Exemption from the California Environmental Quality Act on behalf of the City of Anaheim for this project that included 525 feet of ADA compliant sidewalk, curb & gutter, utility relocating, landscape. Despite requiring some new right of way, Stantec was able to help the City as Lead Agency demonstrate that a Class 1 Categorical Exemption (existing facilities) was applicable because the gap closure represented a "negligible expansion of existing use". Our evaluation was also used to support a Categorical Exclusion from the National Environmental Policy Act through the Local Assistance Program Manual for the use of federal funding.

PEABODY ROAD BRIDGE REPLACEMENT

Vacaville, California

Working with the City of Vacaville Public Works Department, Stantec prepared an IS/MND and Environmental Assessment (EA) in compliance with California Environmental Quality Act and National Environmental Policy Act, for the Peabody Road Bridge Replacement Project. The project consists of the removal and reconstruction of the existing Peabody Road bridge with a higher deck and soffit, which shall provide for additional channel capacity in Alamo Creek and minimize the potential for future flooding; reconstruction of roadway (including traffic signal relocation, storm drainage, utility relocation, and retaining walls); realignment of Alamo Creek crossing Peabody Road; construction of earthen berms upstream and downstream; and relocation of the existing bike path in

order to conform to the new creek and roadway alignments. Project specific visual and noise assessments were conducted to identify impacts to identify visual and audible screening technologies to reduce impacts to surrounding property owners. Issue areas addressed include air quality, biological resources, cultural resources, noise, and traffic.

SUPER FUND REMEDIATION PROJECT

Southern California

Stantec provided third party review of a Draft EIR on behalf of the Responsible Party for this project involving remediation of millions of cubic yards of impacted soil on a former industrial site in Southern California. Stantec's review was focused on air quality, greenhouse gas emissions, and transportation which were three key environmental issue areas for the controversial project. The review included a technical evaluation of baseline conditions, regulatory requirements, analytical methods, data inputs, significance criteria, impact determinations, and mitigation measures. Upon completing the technical review of EIR sections and supporting technical studies, Stantec provided the client with a tabulation of comments on the EIR that included categorization of importance from cost, benefit, and risk factors important to the Responsible Party. Stantec's work resulted in the submission of comments on the Draft EIR that identified errors in technical analysis and unnecessary mitigation measures that may lead to saving the Responsible Party millions of dollars while maintaining regulatory compliance.

CALIFORNIA HIGH-SPEED RAIL

Statewide, California

Stantec is a teaming partner on two consecutive construction packages of the California High-Speed Rail Project. On Construction Package 2-3, we are acting as an extension of California High-Speed Rail Authority staff, assisting with technical quality review, preparation of environmental reexaminations, permit condition review, and preparation of biological and cultural resources management plans, sustainability plans, and overall environmental compliance plans. On Construction Package 4, Stantec is acting as the lead environmental consultant for environmental compliance documents (CEQA/NEPA) and supporting field studies such as biological and cultural resources. Stantec also prepared the biological resources management plan which outlines all biological resources that may be encountered within construction limits, protective measures to be implemented, as well as worker training and monitoring requirements.

The high-speed rail system is the California's largest infrastructure investment in the last 50 years and involves a complex programmatic environmental review approval and design-build contract structure. Stantec's team has been at the forefront of guiding the California High-Speed Rail Authority through the myriad of challenges facing the overall project.

7 Qualifications, Experience, Abilities

Our Irvine office is home to more than 200 professionals and can connect with more than 1,100 other staff members throughout California. Our transportation engineering team is without equal in terms of depth of resources available.

Our transportation discipline office in Southern California plays an important role for many of the largest public works projects in the region.

Our team brings a high level of commitment, enthusiasm, and experience to meet the requirements of this project. We believe in building relationships with clients based on trust, respect, and integrity of information. It is our goal to create a partnering process that encourages clear and open communication between all team members. Our collective project knowledge and experience is the strength behind our organization and the reason we deliver successful projects.

The majority of the work will be completed from our Southern California office for traffic engineering and transportation planning. It is located at 38 Technology Drive, Suite 100, Irvine, California 92618. The phone number is (949) 923-6000.

Agency Experience

Keeping your projects on schedule and within budget requires an integrated, skilled, and motivated team that is especially familiar with the local environment, communities, and public agencies. We're successfully managing a range of traffic engineering and transportation planning projects throughout Southern California- with 80 percent of those being driven by local agencies.

Daryl Zerfass, your project manager, has over 25 years of experience in the preparation of traffic impact studies for projects in Costa Mesa. Daryl personally managed EIR traffic studies for projects such as Home Ranch, the Westside Specific Plan, and The CAMP, and helped prepare three generations of General Plans and traffic model updates.

Daryl also is also knowledgeable in the new traffic impact study requirements associated with SB 743, which changes the metric used for CEQA analysis from level of service (LOS) to vehicle miles of travel (VMT). Since 2013, Daryl has participated in the development of the revised CEQA guidelines and Technical Advisory through workshops and reviews of preliminary draft guidelines and also participated as a beta tester for the City of Los Angeles VMT calculation tool.

We have significant experience with all aspects of traffic impact study projects anticipated under this on-call agreement. We are very seasoned with the City of Costa Mesa traffic study procedures and preferences, along with your travel demand model which we initially developed and, most recently, updated for use in the 2015 General Plan update.



8 We are Residents of the Communities We Serve.

Stantec's commitment to people extends to the communities where we work and live. We look for strategic partnerships that leverage and empower entire communities while recognizing that each community has unique needs and opportunities.

Stantec's Community Engagement Program has four funding priorities: arts, education, environment, and health and wellness. In 2018, Stantec provided \$3.6 million to organizations around the globe. Since we began tracking in 2007, our donations have exceeded \$20.5 million.

Although we focus primarily on our four pillars, Stantec also supports diversity in the communities where we live and work. We celebrate and get involved in activities that nurture inclusion in the broader marketplace; participate in community partnerships; and promote programs that enable engagement with women, members of visible minorities, Indigenous Peoples, people of diverse ethnic origins, and people with

disabilities. Stantec cares about the people that work for us; we want everyone to thrive not only at work but also be connected to their communities. Volunteer activities not only emotionally connect employees to Stantec but also inspires employees to have fun and make a difference in the world. To encourage volunteering, Stantec offers flexible workdays and Company-sponsored programs.

Annually, we hold a Company-sponsored, signature volunteer event, Stantec in the Community Week. In 2018, Stantec in the Community Week saw 5,650 employees volunteering to support 321 community organizations in 17 countries across 6 continents. We also encourage employees to take part in initiatives that support their personal causes. Under our Dollars for Doers Program, we donate \$500 to any charity for every 25 hours (per person) of employee volunteer time.

During the 2018 Stantec In the Community Week, our employees served at the Orange County Rescue Mission, the South County Outreach Hunger and Homelessness Prevention Program, and assisted with the cleanup of the Tustin Sports Park.

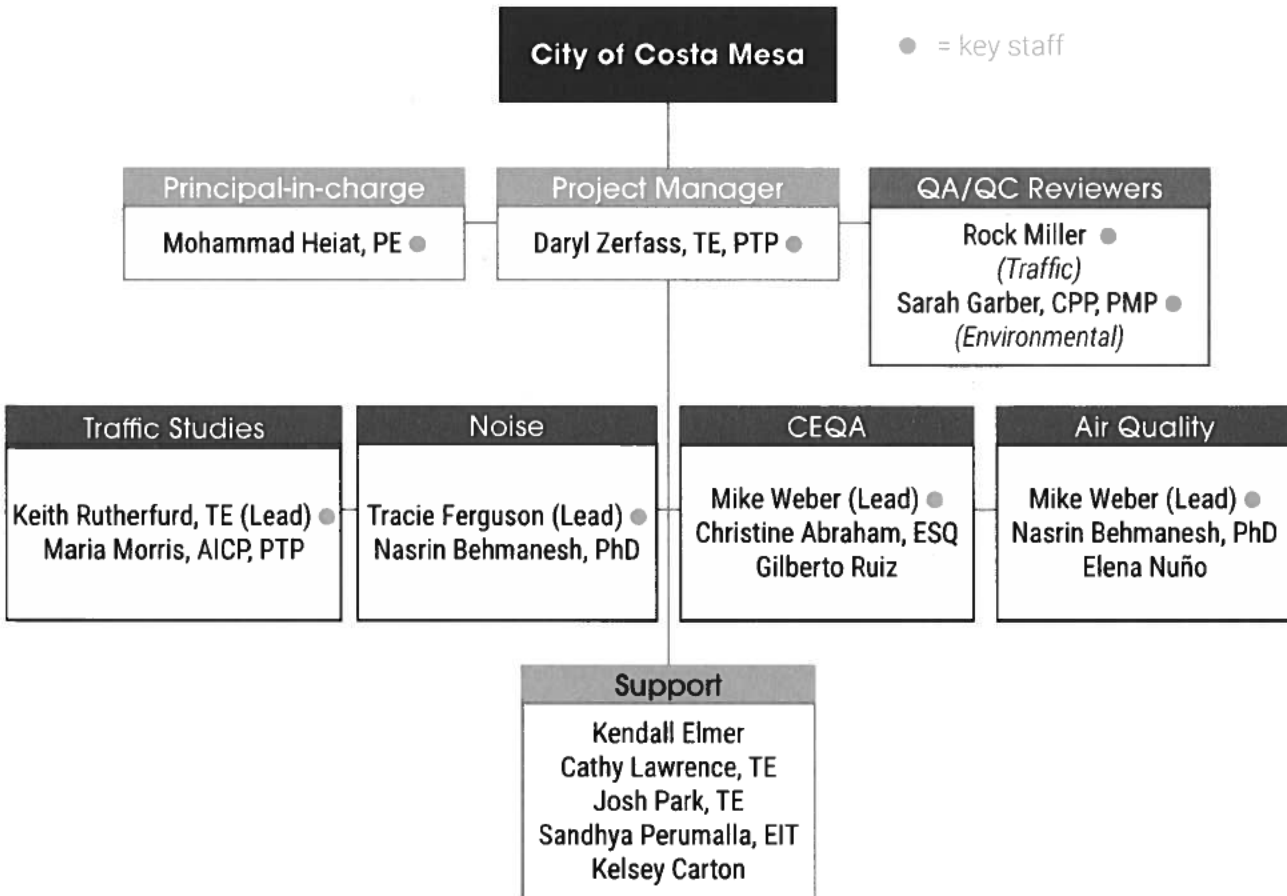
5. STAFFING

We have assembled a team of highly qualified professionals to achieve your project goals. The organizational chart presented below illustrates how our team will be organized and managed. The team has been selected based on relevant experience and proven capabilities. We have also considered each team member's time commitments and availability to perform their assigned tasks.

Résumés are provided following the organizational chart.



Organizational Chart





Mohammad Heiat

PE

Principal-in-Charge

Telephone Numbers:

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mohammad.heiat@stantec.com

Years of Experience:

38

Education:

MS, BS, Civil Engineering.

University of Colorado,

Denver, Colorado

Registrations:

Professional Engineer,

#45776, California

Memberships:

Member, American Society of Civil Engineers

Member, American Public Works Association

Mohammad is a leader in his field, with more than 38 years of civil engineering experience focused on transportation for a broad range of public works and private residential and commercial development projects. His experience includes an extensive list of capital improvement facilities design, roadway and intersection improvement plans. Mohammad has served as project principal, quality control supervisor, project manager and project engineer for roadway rehabilitation, capacity enhancement, drainage and flood control facilities design.

Relevant Experience

- Fairview Road Safety Improvements, Costa Mesa, California (Principal-in-Charge and QC Supervisor)
- 17th Street/Tustin Avenue and Harbor Blvd/Wilson Street Improvements, Costa Mesa*, California (Principal-in-Charge and QC Supervisor)
- Victoria Street Rehabilitation*, Costa Mesa, California (Principal-in-Charge/Quality Control Supervisor)
- Howard Way, Century Place and 16th Street Roadway Rehabilitation*, Costa Mesa, California (Principal-in-Charge)
- Irvine Avenue Pavement Rehabilitation, Cities of Newport Beach and Costa Mesa, California (Principal-in-Charge)
- Gardendale Street Pavement Rehabilitation, Downey, California (Project Manager)
- Newport Boulevard and 32nd Street Modifications, Newport Beach, California (QC Supervisor)
- North San Fernando Boulevard Safety Improvements, Burbank, California (Project Manager)



Daryl Zeffass

TE, PTP

Project Manager, Point of Contact

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daryl.zeffass@stantec.com

Years of Experience:

29

Education:

BS, Civil Engineering,
University of California,
Irvine

Registrations:

Professional Engineer
(Traffic), #TR1824, California

Professional Transportation
Planner, #454,
Transportation Professional
Certification Board Inc.

Daryl has 25 years of experience in multiple aspects of traffic engineering and transportation planning. He has a proven record of managing large-scale traffic studies efficiently and effectively. Daryl's projects include traffic impact studies for General Plan updates, area wide transportation studies, traffic model development, freeway facility and interchange studies for PSRs and PRs, large-scale development projects, and land-use related circulation studies.

Relevant Experience

- City of Costa Mesa General Plan Traffic Study, Costa Mesa, California (Traffic Task Manager)
- City of Costa Mesa Traffic Fee Update, Costa Mesa, California (Project Manager)
- Interstate 405/Susan Street Off-Ramp Traffic Study (PSR)*, Costa Mesa, California (Traffic Task Manager)
- Costa Mesa SOBECA/Westside General Plan Amendment*, Costa Mesa, California (Traffic Task Manager)
- City of Fontana General Plan Traffic Study, Fontana, CA
- Planning Area 39 - Orchard Hills, Irvine, California (Traffic Task Manager)
- City of Lake Forest Transportation Mitigation Program - 2014 Update, Lake Forest, California (Project Manager)
- Anaheim Rapid Connection, Anaheim, California (Traffic Task Manager)
- City of Lake Forest Portola Parkway Gap Closure, Lake Forest, California (Project Manager)
- Planning Area 1 - Orchard Hills Traffic Impact Study, Irvine, California (Traffic Task Manager)



Tracie Ferguson

Noise Studies Lead

Telephone Numbers:

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tracie.ferguson@stantec.com

Years of Experience:

21

Education:

MS, Acoustics, The
Pennsylvania State
University, State College

BM, Music Studies,
Ithaca College, New York

Tracie has over 20 years of experience as an acoustical consultant on a wide range of project types, including environmental noise studies, educational facilities, commercial spaces, mixed-use developments, and tenant improvements. She brings expertise in environmental noise control, mechanical noise and vibration control, and architectural acoustics. Tracie is skilled at providing design recommendations and mitigation measures to meet the requirements of applicable codes and ordinances. Her deep technical knowledge, experience with complex facilities, ability to integrate with multiple team members and agility in implementing innovative design solutions set her apart.

Relevant Experience

- Various Locations, Environmental Noise Studies*, San Francisco, California (Acoustical Consultant)
- Various Locations, Plane Noise Studies*, Palo Alto, California (Acoustical Consultant)
- San Francisco International Airport Ground Transportation Unit Facility*, South San Francisco, California (Acoustical Consultant)
- Stanislaus County Public Safety Center Expansion*, Modesto, California (Acoustics Support)
- 1180 Main Street Office ISMND, Redwood City, California (Noise Section Developer)
- LDK Vacaville Distribution Center ISMND, Vacaville, California (Noise Section Developer)
- Caritas Village, Santa Rosa, California (Noise Section Developer)
- 469 Stevenson Street ISMND, San Francisco, California (Noise Section Developer)
- ART Project ISMND, Martinez, California (Noise Section Developer)



Rock Miller

PE, PTOE

QA/QC Lead (Traffic Studies)

Telephone Numbers:

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rock.miller@stantec.com

Years of Experience:

43

Education:

MS, Civil Engineering,
University of California,
Davis

BS, Civil Engineering,
University of California,
Davis

Registrations:

Professional Engineer
(Traffic), #1139, California

Professional Engineer
(Civil), #11271, California

Professional Traffic
Operations Engineer,
Institute of Transportation
Engineers, #205

Rock has more than 40 years of transportation planning, design, and operations experience. He is an expert in the latest capabilities and requirements available and expected from cities and municipal governments. He also has 10 years of public agency experience serving as the city traffic engineer for Costa Mesa and staff traffic engineer with the County of Orange. He has completed a wide variety of unique transportation projects, including traffic signals, signing and striping, street lighting, work site traffic control, traffic impact analysis, and the design of street and highway improvements. He has also prepared many transportation policy plans and completed controversial and complex transportation studies, including neighborhood traffic calming projects, complete streets, pedestrian and bicycle studies, projects anticipating litigation by another public agency, and projects with intense public opposition.

Relevant Experience

- Costa Mesa General Plan, Traffic Studies, Costa Mesa, California (Active Transportation Lead)
- SR 55 Extension Environmental Impact Statement*, Costa Mesa, California (Project Manager)
- SR 55 (Newport Boulevard)*, Costa Mesa, California (Project Manager)
- Herondo Street/Harbor Drive Gateway Park Cycle Track, Redondo Beach, California (Active Transportation Lead)
- Pacific Coast Highway Safety Analysis and Parking Management, Malibu, California (Lead Traffic Engineer)
- OCTA Strategic Plan - Traffic Signal Synchronization, Orange County, California (Project Manager)
- Jamboree Road and MacArthur Blvd Traffic Engineering Services, Irvine, California (Project Manager)
- Camino Del Rio Roundabout Improvements, San Clemente, California (Lead Traffic Engineer)



Keith Rutherford

TE

Traffic Studies Lead

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keith.rutherford@stantec.com

Years of Experience:

34

Education:

MS, Civil/Transportation Engineering, University of California, Irvine

BS, Administrative Studies, University of California, Riverside

Registrations:

Professional Engineer (Traffic), #TR001647, California

Keith offers more than 34 years of experience in transportation and traffic engineering with a broad background in transportation analysis and preparing design plans. He performs technical analyses and studies, prepares various reports, and designs improvement plans for numerous private and public works projects. Keith has also served as an on-call consultant to public agencies. Specific transportation engineering experience includes road alignment studies; highway and street improvements design, including geometric studies, interchanges, and ramps; traffic engineering, including site impact studies, parking and bikeway studies, bus operations, signing, striping, traffic signal, and traffic control plan design.

Relevant Experience

- Fairview Road Safety Improvements, Costa Mesa, California (Traffic Lead)
- 17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street Intersections Improvements*, Costa Mesa, California (Project Manager)
- Irvine Avenue Pavement Rehabilitation, Cities of Newport Beach and Costa Mesa (Traffic Lead)
- Victoria Street Rehabilitation*, Costa Mesa, California (Traffic Design Engineer)
- Beach Boulevard/Warner Avenue Intersection Improvements, Huntington Beach, CA (Project Manager/Traffic Lead)
- Harbor Boulevard South Island Specific Plan Traffic Study, Fountain Valley, CA (Project Manager)
- Fullerton College Traffic and Parking Study*, Fullerton, California (Project Manager)
- Aqua Transition Homes Traffic Impact Analysis, Santa Ana, California (Project Manager)



Mike Weber

Air Quality Lead, CEQA Lead

Telephone Numbers:

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michael.weber@stantec.com

Years of Experience:

20

Education:

BS, Environmental Studies,
University of California,
Santa Barbara

With more than 20 years of progressive environmental consulting experience, Michael provides environmental services and leads multi-disciplinary teams through all phases of projects. He is a CEQA/NEPA subject matter expert for Stantec's Environmental Assessments, Permitting and Compliance practice and guides projects through scoping, technical study, impact assessment, public environmental review, response to comments, and lead agency findings. Michael has prepared Initial Studies, Environmental Assessments, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, Environmental Impact Statements, and joint CEQA/NEPA documents. He is experienced in obtaining permits for projects subject to multi-agency oversight and significant community involvement. He works on projects that are often located in sensitive areas with significant natural resource constraints. Michael's experience includes estimating emissions for a wide range of sources, analyzing potential air quality/greenhouse gas emissions impacts for projects subject to CEQA and NEPA, preparing dust control plans, preparing General Conformity Analyses, and preparing permit applications for regulated emissions sources.

Relevant Experience

- Top of the World Pedestrian Pathway, Laguna Beach, California (Environmental Task Manager)
- Fontana General Plan Update, Fontana, California (Principal Scientist)
- Aliso Creek Trail Slope Repairs Project, Orange County, California (Environmental Task Manager)
- Scholl Canyon Landfill Power Project, Glendale, California (Environmental Task Manager)
- Active Transportation Plan, Costa Mesa, California (Principal in Charge)

Christine Abraham

ESQ

CEQA Support

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christine.abraham@stantec.com

Years of Experience:

15

Education:

JD, Environmental and Natural Resources Law, Lewis & Clark College, Portland, Oregon

BS, Safety and Systems Management, University of Southern California Los Angeles, California

Nasrin

Behmanesh

PhD

Noise and Air Quality Studies

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nasrin.behmanesh@stantec.com

Years of Experience:

22

Education:

PhD, Chemical Engineering, University of California, Los Angeles

MS, Chemical Engineering, University of California, Los Angeles

As an environmental consultant with more than 15 years of experience in environmental review and California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation, Christine has prepared and managed all levels of CEQA documentation, from Notices of Exemption and Initial Studies in support of Mitigated Negative Declarations (MNDs) to Environmental Impact Reports (EIRs). In addition to document preparation, Christine draws from her legal background to provide a thorough peer review of environmental documents to ensure defensibility, as well as engaging in litigation support when needed

Relevant Experience

- LAUSD Colfax Charter Elementary School MND*, Los Angeles, California (Project Manager/CEQA Consultant)
- Treeland Homes Project EIR*, Los Angeles, California (Planner)
- Burbank-DeSoto Mixed-Use Project*, Los Angeles, California (Project Manager)

Nasrin's expertise includes preparing and managing environmental technical studies related to air quality, climate change, noise, and vibration for a wide variety of urban infrastructure projects including transportation, transit, public works, industrial, educational, residential, and commercial developments. She is an expert in CEQA and NEPA compliance and is experienced with the regulatory processes established by various agencies. She has extensive experience in developing criteria pollutant, air toxics, and greenhouse gas emission inventories; preparing applications for permits; best available control technology evaluations; health risk assessments; regulatory compliance evaluation and mitigation monitoring; dispersion modeling; evaluation of developing pollution control technology; localized significance analyses for CEQA documents; and emissions surveys.

Relevant Experience

- Metro Orange Line Construction Air Quality Monitoring and Dust Control* , Los Angeles, California (Task Manager)
- SR 71/SR 91 Interchange Improvements*, Riverside, CA (Principal Air Quality and Climate Change Specialist)
- 6th Street Viaduct over Los Angeles River*, Los Angeles, California (Task Leader, Air Quality and Climate Change)

Kelsey Carton

Transportation Planning

Telephone Numbers:

Phone: (949) 923-6036

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kelsey.carton@stantec.com

Years of Experience:

3

Education:

Master of Sustainable Environments & Planning, Bond University, Queensland, Australia

Bachelor of Urban Design and Planning, Bond University, Queensland, Australia

A recent graduate, Kelsey has a strong working knowledge of transportation planning and urban design principles which she utilizes in traffic modeling, data analysis and preparation of graphical exhibits. She supports our Transportation Planning and Traffic Engineering team with her proficiency in ArcGIS, AutoCAD, Synchro, Google Sketch-up, Illustrator, Photoshop, and Microsoft Office. Kelsey's combined four years of municipal planning experience in Australia and entitlements processing in southern California give her a unique perspective which she applies to her work. Kelsey has a Master of Sustainable Environments & Planning and a Bachelor of Urban Design & Planning.

Relevant Experience

- Planning Area 12 (Traveland Site) Traffic Study, Irvine, California (Transportation Planner)
- Bouquet Canyon EIR Traffic Study, Santa Clarita, California (Transportation Planner)
- Acorn Business Park Traffic Study, Antioch, California (Transportation Planner)

Kendall Elmer

Travel Demand Modeling

Telephone Numbers:

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kendall.elmer@stantec.com

Years of Experience:

35

Education:

MS, BS, Civil/Transportation Engineering. University of California, Irvine

Kendall has more than 35 years of experience in the development and application of computerized traffic forecasting models that are used in traffic analysis work and in the preparation of circulation plans and traffic impact studies. He has been responsible for numerous transportation planning projects throughout southern California that have ranged from small-scale development impact analyses to medium-scale specific plans and EIR traffic studies, to large-scale general plan circulation studies and the development of area-wide transportation improvement fee programs.

Relevant Experience

- City of Costa Mesa General Plan Update Traffic Study, Costa Mesa, California (Traffic Modeler and Assistant Project Manager)
- Traffic Impact Studies for City of Irvine, Irvine, California (Project Manager)
- South Orange County Transportation Infrastructure Improvement Project, Transportation Agencies*, Orange County, California (Project Manager)

Sarah Garber

CPP, PMP

QA/QC Environmental

Telephone Numbers:

Phone: (626) 568-6071

Fax: (626) 568-6101

sarah.garber@stantec.com

Years of Experience:

32

Education:

MS, Biology, State University of New York, Brockport

BS, Natural Resources, Cornell University, Ithaca, New York

Registrations:

Project Management Professional #1561265

Certified Air Permitting Professional #C7603

Sarah is a principal environmental scientist with 29 years of experience in environmental impact assessments for infrastructure projects. In addition to CEQA/NEPA documentation, she also specializes in permit acquisition from a wide-range of regulatory agencies. Sarah routinely conducts public scoping meetings for environmental documents, participates in stakeholder coordination meetings, and presents the environmental issues of projects at public hearings. In addition, she is involved in surface water investigations and permitting for stream discharges. She has worked as a field biologist, concentrating in water quality analysis, including fisheries investigations and natural resource surveys.

Relevant Experience

- Environmental Assessment and Air Quality Services, City of Los Angeles Department of Water and Power, Los Angeles, Owens Valley, and Mono Basin, California (Contract Manager)
- Regulatory Compliance Projects, Lake Elsinore, California (Project Manager)
- Graves Reservoir Project, South Pasadena, California (Environmental Lead)

Cathy Lawrence

TE

Transportation Planning

Telephone Numbers:

Phone: (949) 923-6064

Fax: (949) 923-6121

cathy.lawrence@stantec.com

Years of Experience:

33

Education:

BS, Civil Engineering, University of California, Irvine

Registrations:

Licensed Traffic Engineer #1635, California

Cathy has more than 30 years of experience in traffic and transportation studies. Her capabilities include land use/circulation impact analysis, traffic forecasting, capacity analysis, site plan and parking analysis, signal progression analysis, and freeway operations analysis. She has been responsible for a variety of traffic impact studies and traffic engineering evaluation projects throughout Southern California, and has overseen traffic flow simulation models in many cities, including Camarillo, Tustin, and San Clemente. Cathy has a Bachelor of Science in Engineering and is a licensed traffic engineer in California.

Relevant Experience

- Planning Area 1 (Orchard Hills) Neighborhood 3 Vesting Tentative Tract Map No. 16530 Traffic Study, Irvine, California (Traffic Engineer)
- Planning Area 39 Vesting Tentative Tract Map No. 17759 Traffic Study, Irvine, California (Traffic Engineer)
- UC Irvine University Hills (Planning Area 11) Traffic Study, Irvine, California (Transportation Engineer)

Maria Morris

AICP, PTP

Traffic Studies

Telephone Numbers:

Phone: (949) 923-6072

Fax: (949) 923-6121

maria.morris@stantec.com

Years of Experience:

12

Education:

BA, Environmental Analysis and Design, University of California, Irvine

Registrations:

Professional Transportation Planner #419, California

Certified Planner #028708, California

Maria has more than 12 years of experience of transportation planning, traffic impact analysis, travel demand modeling and forecasting, grant writing, transportation system evaluation, highway corridor planning, transportation demand management strategies, transportation management plans, traffic simulation models, roundabouts, bicycle and pedestrian plans, SB 375 and SB 743, GHG and VMT reduction strategies, and GIS applications. She has prepared numerous traffic studies in support of environmental impact reports, development projects, major highway improvement projects, Specific Plans, roadway improvement projects and circulation elements.

Relevant Experience

- Culver Drive/University Avenue Intersection and Widening, Irvine, California (Traffic Analyst)
- Planning Areas 12 (Oak Creek) and 40 (Cypress Village) General Plan Amendment and Zone Change Traffic Study, Irvine, California (Transportation Planner)
- Anaheim Rapid Connection (ARC) Streetcar Traffic Impact Analysis, Anaheim, California (Transportation Planner)

Elena Nuño

Air Quality Studies

Telephone Numbers:

Phone: (559) 355-0580

Fax: (559) 435-5032

elena.nuno@stantec.com

Years of Experience:

23

Education:

MA, Public Administration, California State University, Fresno

BS, Geological and Environmental Sciences, Stanford University, California

Elena brings environmental consulting experience. She provides analysis and documentation for CEQA/NEPA compliance for a variety of public and private projects. Elena's technical specialty is preparing thorough and legally defensible air quality and greenhouse gas impact assessments that accurately characterize a project's impacts and provide applicable strategies or mitigation measures to reduce potential impacts. Her efforts have helped clients achieve maximum emission reduction credits for creditable onsite mitigation measures and reduced offsite mitigation fees.

Relevant Experience

- Oakmont Assisted Living Facility Air Quality Report, City of Orange, California (Air Quality Scientist)
- East First Street Affordable Housing, Air Quality Report, City of Santa Ana, California (Air Quality Scientist)
- Bloomington Truck Terminal Air Quality Report, San Bernardino County, California (Air Quality Scientist)
- Santa Ana/Citrus Avenue Warehouse Air Quality Report, Fontana, California (Air Quality Scientist)

Josh Park

TE

Geometric Design/Traffic Studies

Telephone Numbers:

Phone: (949) 923-6949

Fax: (949) 261-8482

josh.park@stantec.com

Years of Experience:

6

Education:

BS, Civil Engineering,
University of California,
Irvine

Registrations:

Licensed Traffic Engineer

#TR 2856

Josh has more than five years of traffic and transportation engineering experience. His technical experience includes traffic operations analysis, including traffic signal timing and warrants, speed studies, impact analysis and the preparation of signing and striping, traffic signal, and traffic control design plans. Josh has extensive knowledge in AutoCAD and various traffic forecasting and planning software such as Synchro and PTV Vistro. He also has been involved in the preparation of plans and estimate packages for roadway improvements including bridge structures for grade separation projects. Josh has a Bachelor of Science in Civil Engineering and is a licensed traffic engineer in California.

Relevant Experience

- Culver Drive/University Drive Intersection Improvement Project Traffic Analysis, Irvine, California* (Assistant Engineer)
- Fairview Road Safety Improvements, Costa Mesa, California (Traffic Engineer)
- Fairview Road and Wilson Street Intersection Improvements, Costa Mesa, California (Design Engineer)

Sandhya Perumalla

EIT

Transportation Planning

Telephone Numbers:

Phone: (949) 923-6074

Fax: (949) 923-6121

sandhya.perumalla@stantec.com

Years of Experience:

14

Education:

MS, Civil Engineering,
University of Arkansas,
Fayetteville

BS, Civil Engineering,
Osmania University,
Telangana, India

Registrations:

Engineer-In-Training

#138621

Sandhya has 14 years of transportation planning and highway design experience. She performs traffic analysis using HCS, Synchro, and transportation simulation modeling using SimTraffic and VISSIM. Sandhya is also involved in design and production of Maintenance of Traffic Plans (MOT) using Caltrans and Hawaii Standard Plans and MUTCD using Microstation and AutoCAD. She has experience in Design-Build method of project delivery and plan preparation. Sandhya has a Master of Science and Bachelor of Science in Civil Engineering and is an Engineer-in- Training in California.

Relevant Experience

- Rinker Health Science Campus Traffic Study, Irvine, California (Senior Transportation Planner)
- UC Irvine College of Health Sciences Traffic Study, Irvine, California (Senior Transportation Planner)
- Acorn Business Park Traffic Study, Antioch, California (Senior Transportation Planner)

Gilberto Ruiz

CEQA Support

Telephone Numbers:

Phone: (213) 955-9775

Fax: (818) 377-8230

gilberto.ruiz@stantec.com

Years of Experience:

27

Education:

MA, Urban & Regional
Planning, University of
California, Los Angeles

BA, Spanish Literature,
University of California, Los
Angeles

Gilberto has 26 years of experience preparing and managing environmental documentation required under CEQA/NEPA for various urban infrastructure projects. He has managed the preparation of reports and studies and developed mitigation monitoring programs for complex and often controversial projects throughout southern California. Gilberto has considerable experience in transportation, urban development, and land use planning. He is familiar with state and federal agency requirements and has successfully processed permits under both acts. Gilberto is cross-trained in biological resources and is an endangered species permit holder, familiar with southern California ecosystems and associated flora and fauna. He has served on national and state advisory panels and committees addressing issues concerning transportation and biodiversity.

Relevant Experience

- I-405 Widening—Caltrans District 12*, Orange County, California (Deputy Project Manager)
- Centennial Corridor PA&ED—Caltrans District 6*, Bakersfield, California (Project Manager)
- South Orange County Transportation Infrastructure Improvement Program (SOCTIIP)*, Orange County, California (Deputy Project Manager)

6. COST PROPOSAL

Our cost proposal is provided in a separate, sealed envelope as requested.

7. DISCLOSURE

The proposed team has no past or current business or 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.

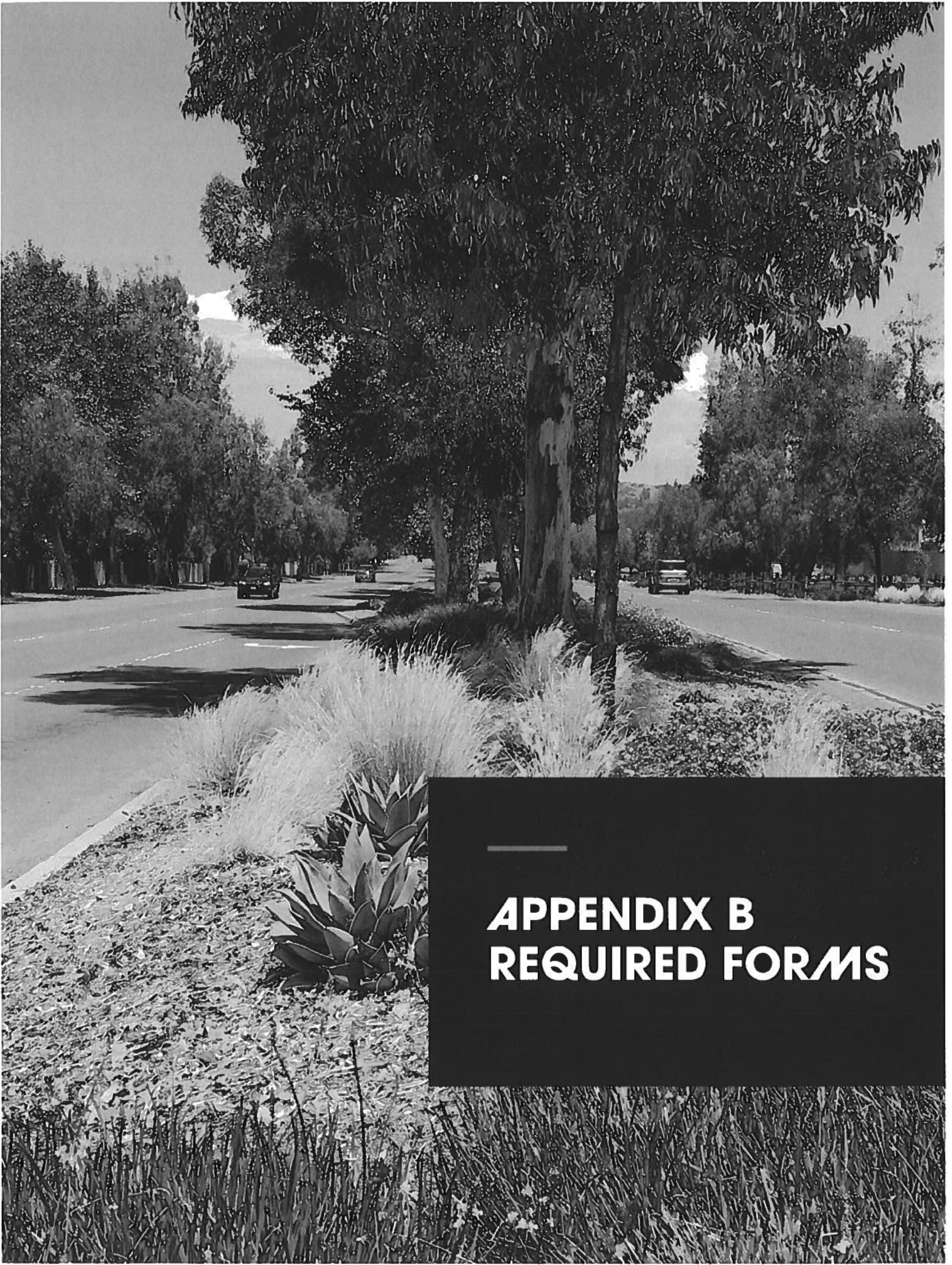
8. SAMPLE PROFESSIONAL SERVICES AGREEMENT

Stantec Consulting Services Inc. takes no exception to the sample professional service.

9. CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL

Appendix B includes the following forms:

- ✓ Vendor Application Form
- ✓ Company Profile & References
- ✓ Ex Parte Communications Certificate
- ✓ Disclosure of Government Positions
- ✓ Disqualifications Questionnaire



**APPENDIX B
REQUIRED FORMS**

REFERENCES

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

Company Name: City of Costa Mesa

Telephone Number: (714) 754-5343

Contact Name: Raja Sethuraman Contract Amount: \$33,904

Email Address: raja.sethuraman@costamesaca.gov

Address: 77 Fair Drive, Costa Mesa, CA 92626

Brief Contract Description: Public Services Director

Company Name: City of Tustin

Telephone Number: (714) 573-3172

Contact Name: Krys Saldivar Contract Amount: \$157,364

Email Address: ksaldivar@tustinca.org

Address: 300 Centennial Way, Tustin CA 92780

Brief Contract Description: Public Works Manager - Traffic/Transportation

Company Name: City of Lake Forest

Telephone Number: (949) 461-3485

Contact Name: David Rogers Contract Amount: \$250,00

Email Address: drogers@lakeforestca.gov

Address: 25550 Commercentre Drive, Lake Forest, CA 92630

Brief Contract Description: Traffic Engineering Manager

Company Name: City of Anaheim
Telephone Number: (714) 765-5183
Contact Name: David Kennedy Contract Amount: \$400,000
Email Address: dkennedy@anaheim.net
Address: 200 South Anaheim Boulevard, Anaheim, CA 92805
Brief Contract Description: Engineering and Transportation Planning Services
Company Name: City of Irvine, Department of Transportation
Telephone Number: (949)7 24-6369
Contact Name: Jaimee Bourgeois, P.E. Contract Amount: each task negotiated separately
Email Address: jbourgeois@cityofirvine.org
Address: 1 Civic Center Plaza P.O. Box 19575, Irvine, CA 92623-9575
Brief Contract Description: Traffic engineering on-call services for more than 20 years

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 **SOQ No. 19-02 ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING CONSULTANT LIST** at any time after **May 29, 2019**.



Date: June 28, 2019

Signature

Mohammad Heiat

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 29, 2019** with a City Councilmember concerning **SOQ No. 19-02 ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING CONSULTANT LIST**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISCLOSURE OF GOVERNMENT POSITIONS

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

Yes, Mike Weber (Air Quality Lead, CEQA Lead) serves as a volunteer with the Ventura County Sheriff Department Search and Rescue Team

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No

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

EXHIBIT C

PERSONNEL AND FEE SCHEDULES

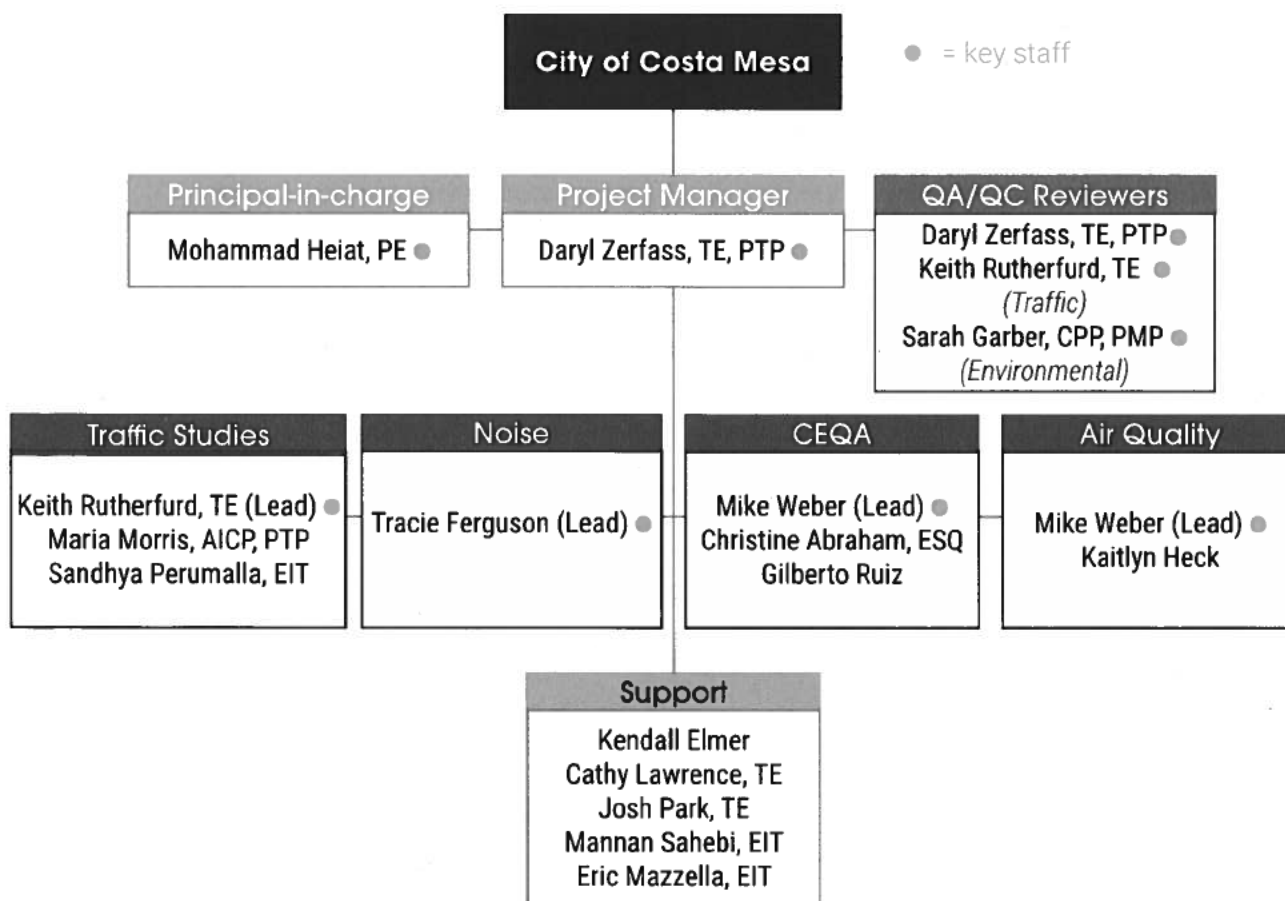
5. STAFFING

We have assembled a team of highly qualified professionals to achieve your project goals. The organizational chart presented below illustrates how our team will be organized and managed. The team has been selected based on relevant experience and proven capabilities. We have also considered each team member's time commitments and availability to perform their assigned tasks.

Résumés are provided following the organizational chart.



Organizational Chart



SCHEDULE OF BILLING RATES – 2023



Billing Level	Hourly Rate	Description												
3 4 5	\$111 \$122 \$139	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience 												
6 7 8	\$143 \$152 \$162	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience 												
9 10 11	\$168 \$173 \$189	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience 												
12 13 14	\$198 \$209 \$219	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience 												
15 16 17	\$232 \$256 \$265	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience 												
18 19 20 21	\$270 \$281 \$291 \$309	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience 												
Survey Crews		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Crew Size</th> <th style="text-align: left;">Regular Rate</th> <th style="text-align: left;">Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$200</td> <td>\$260</td> </tr> <tr> <td>2-Person</td> <td>\$310</td> <td>\$420</td> </tr> <tr> <td>3-Person</td> <td>\$420</td> <td>\$580</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$200	\$260	2-Person	\$310	\$420	3-Person	\$420	\$580
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$200	\$260												
2-Person	\$310	\$420												
3-Person	\$420	\$580												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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