

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
PLACEWORKS, INC**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1ST day of August, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and PLACEWORKS, INC., a California corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to prepare the Fairview Developmental Center Specific Plan, 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 Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, 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 Cost Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed \$ 2,038,110.00.

2.2. Additional Services. A contingency in the amount of \$198,143.00 is established for potential additional services that may be identified during performance of the scope of services of this Agreement and which are within the general work parameters of the scope of services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or above the maximum compensation set forth in Section 2.1, 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. 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 (excluding COVID-19), 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 24 months, ending on July 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three additional one year periods upon mutual written agreement of both 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:

Placeworks

IF TO CITY:

City of Costa Mesa

3 MacArthur Place, Suite 110
Santa Ana, CA 92707
Tel: (714) 966-9220, ext 2347
Attn: Karen Gulley

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5617
Attn: Jennifer Le

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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

6.12. 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.

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jennifer Le
Development Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

FOR THE

FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN



Development Services

CITY OF COSTA MESA

Released on June 13, 2023

**REQUEST FOR PROPOSALS
FOR THE
FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to prepare a Specific Plan, General Plan amendment, and any requisite environmental analysis for the re-use of the Fairview Developmental Center property for the City of Costa Mesa. The awarded Contractor (hereinafter referred to as “Contractor”), and its associated project activities and deliverables, shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendices/exhibits. The contract term is expected to be for 2 years with 3 one-year renewal options. The City reserves the right to award one or more contracts for this service.

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 \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000, approximately 40,000 housing units, 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; land use planning and zoning; housing and community development; maintenance and improvement of parks, trails, and related structures; maintenance and improvement of streets, active transportation, street lighting and related structures; storm water infrastructure; homeless services including a homeless shelter; and a full range of recreational and cultural programs. Water, sanitation, electricity, gas, and school services are managed by separate districts.

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

All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their demonstrated expertise, prior experience on similar projects, demonstrated competence, understanding of and the ability to meet expectations for the requested services, adequate staffing, reference check, cost, and responsiveness to the needs 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 Request for Proposals**

(RFP). Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the PlanetBids 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 Request for Proposals shall be governed by the following schedule:

Release of RFP	June 13, 2023
Deadline for Written Questions	June 20, 2023 at 11:00 a.m.
Responses to Questions Posted	June 27, 2023
Proposals are Due	July 7, 2023 at 2:00 p.m.
Approval of Contract	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 Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **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 an office located in California and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.

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 must be typed and should contain no more than 30 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 RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposed services. 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:

- **Cover Letter:** A cover letter should summarize key elements of the Proposal and must include: 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; and identify the proposed working relationship among the offering firm and subcontractors, if applicable.
- **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, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement, task and deliverable listed in the Scope of Work of this RFP. 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 RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work".
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. The schedule shall show project completion by December 2025.
 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 innovative and/or creative approaches for providing the required services and outcomes. Additional tasks recommended by the prospective consultant but not specifically listed in the City's Scope of Work should be identified as "optional".
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the Firm(s) or entity performing services/projects that are similar in size and scope to demonstrate capability 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 and zip code, and the date the 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 business.

3. Submit a description of the Proposer's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 4. Describe the number of years the Proposer and subcontractors have been in business under its present business name.
 5. Provide a list of current and previous projects completed within the last eight years that are similar in scope to the requested services. Only projects worked on by the key personnel who are also proposed to work on the requested services should be included. For each project, provide a brief description of the scope of work performed, the length of time you have been providing services, the client name, project cost, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. A minimum of three (3) projects should be listed. For each project listed, briefly describe key challenges, solutions, or lessons learned which may be transferrable to Costa Mesa.
- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, and therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** 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 key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the role and specific functions to be performed by each.
 - Include a qualifications summary for each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant similar projects on which they have worked and their specific role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates, and the cost for each work task/deliverable as described in the Scope of Work. If works tasks or deliverables are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. 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 B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**

- **Checklist of Forms to Accompany Proposal:** the following is a list of the forms, **Appendix C** included in this RFP, which must 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
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines. The Proposal should be concise, but provide sufficient detail for thorough evaluation and comparative analysis.
- **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 proposal.

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.

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on July 7, 2023**. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 20, 2023 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted via PlanetBids. Proposers should check Planetbids periodically for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set

forth in this RFP with any City employee other than Purchasing Staff regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted via Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified firm(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa. 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 Contractor 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. During the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Project Approach and Methodology - 30%

- Demonstrate understanding of project scope and needs, and detail a well thought out approach and methodology to providing the requested services, tasks and deliverables
- Demonstrate understanding of applicable State Planning and Zoning Laws, State Housing Laws, California Environmental Quality Act (CEQA), and other relevant regulations.

2. Qualifications of the Firm - 30%

- Successful completion of similar projects that required extensive community engagement and development of applicable guidelines/regulatory documents (i.e. general plan policies, specific plan, zoning code, and objective design guidelines.)
- Firm has adequate staffing capacity to complete the proposed project on time and within budget
- Demonstrate experience in working with a public entity and various stakeholders; which includes participation in study sessions, visioning, community workshops and public hearings
- Demonstrate experience in managing and completing adequate environmental review pursuant to CEQA

3. Experience of Key Personnel - 30%

- Experience and availability of key personnel
- Demonstrate competence in technical services to be provided
- Extensive community engagement experience

4. Cost Proposal - 10%

- Demonstrate that the contractor can complete the proposed project within budget, provide examples of past projects of a similar scope
- Provide an estimated cost for each task

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

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City

may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award. 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 **July 25, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are 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 firm. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

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

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.

- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

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 City's facilitator and request to withdraw the Proposal. 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 RFP;
- 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 RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees 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 RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

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

- 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 C**.

- 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 B** to this RFP, 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 RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

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 C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK

Fairview Developmental Center Background

The City of Costa Mesa is seeking proposals from qualified firms to prepare a Specific Plan, focused General Plan amendments, and associated Program Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) to facilitate transition of the Fairview Developmental Center (FDC) into mixed-use, mixed-income housing community.

The FDC, opened in 1959, is a State-operated residential care facility dedicated to serving individuals with developmental disabilities. It originally occupied 752 acres and in 1979, much of the original land was transferred to the City of Costa Mesa. Currently, it encompasses approximately 109 acres and is a State-operated campus that includes a work activities center, auditorium, park, recreational campsite and library. The facility is generally located north of Wilson Street, east of Placentia Avenue, south of Merrimac Way, and west of Harbor Boulevard and is accessible from Fair Drive and Merrimac Way.

The role of the State developmental centers (DCs) for individuals with development disabilities has changed over time and services for the individual have shifted from large institutional care to person-specific care. As a result, demand for State-operated larger facilities have declined. Therefore, the State has moved forward with closing DCs throughout California and the FDC is one of two facilities that operates today that is scheduled for closure in the near future.

The State Legislature approved the FDC closure plan in 2016. The closure plan provides data and information concerning the FDC's residents, the employees, the families and other stakeholders, and the facility land, buildings and leases. It identifies pertinent information on related initiatives and requirements that will have a bearing on services and resource development directly involved in the closure process.

In 2020, the City Council in preparation of the facility's closure created an Ad Hoc Committee to advise on matters related to the FDC. The Council approved a local vision statement for FDC identifying its potential future use as a 1,500-unit mixed use/mixed income development that supports workforce, veterans, and permanent supportive housing. The Council also directed staff to continue to coordinate with the State regarding the disposition and future use of the site, with the goal of maintaining local input into future development options. Currently, the City's 6th Cycle Housing Element lists the FDC as a housing opportunity site and estimates 2,300 housing units for the location.

Senate Bill 188, approved by the State in 2022, outlines the partnership between the State Department of Developmental Services, State Department of General Services, and the City of Costa Mesa regarding the future disposition of the site. The City of Costa Mesa Development Services Department staff will manage the land planning process for the site that is expected to be completed in three years. The funds appropriated for this purpose will be utilized to adopt an amendment to the General Plan, Specific plan, amend/develop any appropriate planning documents, zoning ordinance, completing any environmental review, and addressing the economic feasibility of future development intended by the Legislature. The State is responsible for the disposition process and would ultimately sell or lease the FDC site to an owner/land developer who would develop the site consistent with the General Plan, Specific Plan and zoning approved by the City Council. The City and the State executed an agreement

in December 2022 consistent with Senate Bill 188. The Agreement envisions that the City's planning work for FDC would be completed by December 2025.

Approximately 15 acres of the 109-acre FDC site is proposed to be redeveloped into an Emergency Operations Center (EOC) for the Southern California region by the California Office of Emergency Services (OES). The proposed Southern Region EOC would support full-time staff and serve as a hub for critical emergency management planning and training programs. The EOC, as currently proposed, includes office buildings, warehouse, a helipad, and a 100-foot tall lattice tower with 20-foot whip antennas. The City is coordinating with the State and providing feedback to the State regarding the location and design of the 15-acre EOC site. The State is overseeing the preparation of an Environmental Impact Report for the construction and operation of the EOC. The Draft EIR is slated to be released later this year. As part of the process of creating a Specific Plan and Program EIR for the reuse of the Fairview Developmental Center, the City and the selected consultant will continue to coordinate land use planning efforts with the State to ensure that the City and State goals for the site are achieved.

Overview

The City of Costa Mesa is seeking proposals for qualified firms to prepare a Specific Plan, focused General Plan amendments, and a Program Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) to coordinate and facilitate transition of the Fairview Developmental Center (FDC) to a mixed use, mixed-income housing community.

Location and Existing Settings

The City of Costa Mesa is located in Orange County, adjacent to the Santa Ana River just one mile from the Pacific Ocean. Costa Mesa encompasses 15.8 square miles. The neighboring cities, Santa Ana, Irvine, Newport Beach, Huntington Beach, and Fountain Valley, shares the regional arterial roadway network that services Costa Mesa. Costa Mesa connects easily to the region via several freeways: The San Diego Freeway (I-405), which bisects the northerly portion of the city; the Costa Mesa Freeway (SR-55), which travels north to south and terminates at 19th Street; and the Corona Del Mar Freeway (SR-73), which starts at I-405 and extends southeast to south Orange County. Orange County John Wayne Airport, located along the eastern edge of Costa Mesa, provides easy connections beyond the region.

The FDC is located near the center of the City, west of Harbor Boulevard. The site is surrounded by the Costa Mesa Golf Course on three sides and single/multi-family residential development to the north. The City General Plan designates this site as Multi-Use Center (6-40 du/Acre) and the existing Zoning District is Institutional and Recreational – Multi-Use District (IR-MLT). The Multi-Use Center Designation refers to the integration of a variety of land uses and intensities. This land use category includes uses which are low to moderate intensity and urban in character. The allowable land uses pursuant to the General Plan and Zoning Code are as follows: 0.25 FAR Institutional and Recreational Uses, 25% minimum requirement for park and open space purposes (approximately 25.6 acres), and the maximum cap of 582 dwelling units for the entire site. The project site includes a single assessor's parcel that is identified with assessor parcel number 420-012-16.

Project Objectives

Develop a Specific Plan that will serve as a planning and regulatory document for future land use development of the site and facilitate the ultimate transition of the FDC to a residential community. Pursuant to Senate Bill 188 (2022), the FDC property is to be utilized for a mixed-use walkable development, including mixed-income housing and neighborhood commercial uses. Future land use development would include and prioritize affordable housing, including permanent supportive housing, and open space. The Specific Plan and EIR will authorize and streamline the future development of approximately 2,300 mixed-income residential units for this site, including housing for workforce, veterans, and permanent supportive housing. The planning process will include extensive community input and an economic feasibility study. The adoption of the Specific Plan and its associated documents is expected to be completed by summer of 2025. The successful proposer must demonstrate capacity to conduct meaningful community outreach and community visioning to inform and complete the Specific Plan.

The planning effort will be led by the City of Costa Mesa Development Services Department and will include coordination with the State Department of Developmental Services and Department of General Services.

The overarching project tasks must, at minimum, include:

Community Visioning and Feasibility Analysis

- Community visioning and engagement throughout the process
- Constraints and Opportunity Analysis, building on previous State planning efforts
- Economic Demand and Feasibility Analysis of Reuse Options

Land Use Alternatives Analysis

- Examination of alternative concepts for site reuse
- Land Use, Open Space and Zoning Plan options
- Preliminary Design Guidelines options
- Selection of a Preferred Alternative for further plan development

Plan Development

- Detailed Specific Plan document with land use, open space, and zoning plan
- Finalized development standards and design guidelines
- Infrastructure Needs Assessment and Cost Estimates
- Financing Plan
- Updates to the General Plan text and figures

Program Environmental Impact Report and Mitigation Monitoring Program

- Notice of Preparation
- Technical Studies
- Draft Environmental Impact Report
- Public Review
- Final Environmental Impact Report

Specific Plan Requirements

The expectations for the Specific Plan and associated Program EIR are outlined below. The project will require a multidisciplinary consultant team with expertise and experience in the following areas:

- Successful creative approach to community planning and consensus building;
- Familiarity with the City of Costa Mesa and the community outreach and public hearing process;
- Land use planning and neighborhood design;
- Graphic design, illustration, mapping, and development visualization;
- Mixed use/mixed income community planning, including workforce, veterans, and permanent supportive housing;
- Infrastructure assessment;
- Traffic Forecasting and Impact Analysis;
- Traffic calming, parking analysis and management strategies;
- Multimodal transportation planning, including bicycle and pedestrian connectivity, safety and accessibility;
- Economic feasibility and market demand analysis;
- Open space preservation and recreation planning; and
- EIR preparation pursuant to CEQA, including preparation of appropriate technical studies.

The desired outcome of the Project includes:

- Transparent planning process, inform, engage and solicit input from the community;
- Establish a land use and policy framework to guide future development that complements the surrounding area; including a plan that promotes use of alternative modes of transportation and connectivity;
- Design Guidelines with objective standards to streamline housing proposals;
- Implementation and Financing Plan to facilitate improvements in accordance with the Specific Plan; and
- Prepare a Program Environmental Impact Report in compliance with CEQA, which will facilitate future development in accordance with the Specific Plan. The planning documents and CEQA analysis will be integrated to create a self-mitigating plan. Future development projects are expected to use and tier from the Program EIR, when applicable.

Information regarding City of Costa Mesa and the Fairview Developmental Center are available online at:

- City of Costa Mesa General Plan

<https://www.costamesaca.gov/city-hall/city-departments/development-services/planning/general-plan>

- City of Costa Mesa Zoning Code

https://library.qcode.us/lib/costa_mesa_ca/pub/municipal_code/item/title_13

- City of Costa Mesa Master Highway and Bikeway Plan

[Circulation Element - p C-12](#)

[Existing and Proposed Bicycle Facilities Map](#)

- October 4, 2022 City Council Agenda – Agreement Between the State of California and City of Costa Mesa for Community Outreach and Land Use Planning Efforts for Fairview Developmental Center Site

[City of Costa Mesa - File #: 22-863 \(legistar.com\)](#)

- Senate Bill 188

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB188

- Fairview Developmental Center Closure Plan

https://www.dds.ca.gov/wp-content/uploads/2019/03/FDC_ClosurePlan_20160401.pdf

Scope of Services

The City is seeking consultant services to assist staff with accomplishing the following tasks:

Fairview Developmental Center Specific Plan

Task 1: Project Kickoff

The selected consultant will facilitate a project kickoff meeting with City staff. The kickoff meeting will cover: project objectives, data needs determination, refined project area boundaries, background information collection, identification of project issues and challenges, networking with essential project partners, initial discussion of the community visioning and engagement strategy, and project management. Following approval of the final Scope of Work and Notice to Proceed, the consultant team will be expected to participate in bi-weekly project management meetings with the staff project manager in addition to other meetings consistent with the project work plan and community engagement strategy

Deliverable(s):

- **Orientation Meeting;**
- **Invoice format;**
- **Community visioning/engagement program;**
- **Data/Resources needs; and**
- **Meeting Summary.**

Task 2: Community Visioning and Engagement

The successful proposal must include a preliminary but robust Community Visioning and Engagement Strategy that demonstrates consistent, meaningful, engaging, and effective community consultation throughout the Specific Plan preparation process. The Community Engagement Strategy shall meet the following objectives:

- Effective. Be cohesive and well managed; Ensure that the community is aware of the process, upcoming activities, and available resources; Utilize graphics, visuals, and other effective tools to help the community visualize reuse options and provide meaningful feedback;
- Consistent. Provide consistent opportunities for engagement with the community throughout the planning process;
- Accommodating. Incorporate a variety of formats and techniques to ensure that community members with varying communication comfort levels, availability, and needs are able to participate;
- Engaging. Be engaging, fun, and dynamic;
- Multi-faceted. Use both traditional, in-person, and online communication methods;
- Inclusive and Respectful. Provide opportunities for English- and Spanish-speakers to engage at events involving major milestones, and organize engagement to include youth,

- adults, and elderly residents. Ensure that engagement activities/events are managed so that organizers and participants are respectful of all points of view; and
- g. Meaningful. Result in productive and actionable outcomes that are incorporated into the Specific Plan and Program EIR.

The consultant team will conduct meetings as necessary with the staff team to present and discuss the preliminary Community Visioning and Engagement Strategy, engagement scope of work, and timeline. The consultant shall gather input and refine the Strategy and shall prepare a final engagement strategy for implementation.

Deliverable(s):

- **Community Visioning and Engagement Strategy and its implementation;**
- **Vision Statement and Guiding Principles;**
- **Branded project website; and**
- **Branded documents and materials for engagement activities.**

Task 3: Market Demand and Economic Feasibility Analysis

Prepare an analysis of market demand and feasibility for mixed use/mixed income housing at the site, including workforce, veterans, and permanent supportive housing, and open space/recreational uses in the plan area. The analysis will consider the conditions report (Task 4) and assess the constraints and opportunities for reuse of the existing site and infrastructure versus redevelopment of the site. The cost of demolition and removal, as well as the cost of construction and infrastructure and utilities, must be considered in the market demand and feasibility analysis. The area's need and the future potential for housing of various types, densities, and levels of affordability, given existing infrastructure, land use compatibility, and other environmental and planning constraints shall be evaluated. The analysis will include a preliminary pro forma for mixed use/ mixed income housing to explore the economic challenges and opportunities for below-market rate housing construction. The intent of this pro forma analysis is to better understand the combination of land cost adjustments, density of market-rate housing and/or intensity of other development that may be necessary to offset affordable housing costs in the project area. Alternative or supplemental analyses/approaches recommended by the consultant team that will facilitate meaningful dialogue, build consensus for, and successfully promote affordable housing in the Specific Plan are highly encouraged.

Deliverable(s):

- **Market Demand and Economic Feasibility Analysis**

Task 4: Comprehensive Conditions Report

The scope of work shall not duplicate work that has already been completed to assess FDC conditions. Several studies have been prepared that are robust and accurately reflect site conditions, however some information gaps may remain. The consultant shall review and evaluate existing information and identify where resources need to be focused to ensure that the Specific Plan effectively addresses site constraints and creates an actionable plan to promote future investment and development at the site. Topics that will likely require additional analysis include but are not limited to:

- Environmental conditions and logistics associated with demolition of existing site improvements and soil conditions;
- Infrastructure assessment;

- Utility resources; and
- Cultural and historical resources.

The consultant team will prepare a written report that will include a profile of the community and existing conditions. This information will establish the parameters for the feasibility analysis and the alternatives analysis for the site, as well as the baseline for CEQA analysis. The report will describe the existing setting, including: land use assessment, socio-economic profile, housing type and affordability profile, and demographics (including social and labor statistics) for the site and surrounding market area, biological resources, soils, water resources (hydrology/geology), cultural/tribal resources (historic and archeological), scenic resources, circulation (including active transportation, vehicle trips, and Vehicle Miles Traveled), public services and utilities, noise, greenhouse gases, and air. The report may draw heavily from the information provided in the relevant documents noted below.

Deliverables:

- **Comprehensive Conditions Report**

Task 5: Water Supply Assessment

The purpose of the “Water Supply Assessment Report” is to satisfy the requirements under Senate Bill 610 (SB 610), Water Code Section 10910 et seq., and Senate Bill 221 (SB 221), Government Code Section 66473.7 that adequate water supplies are or will be available to meet the water demand associated with the proposed development. The FDC project site will rely on water services from the Mesa Water District.

Mesa Water District service area covers 18 square miles, along the coast of Southern California within the County of Orange and includes most of the City of Costa Mesa, portions of the City of Newport Beach and a small portion of unincorporated Orange County. The Mesa Water District (Mesa Water) prepared a 2020 Urban Water Management Plan (UWMP). This 2020 UWMP provides an assessment of the present and future water supply sources and demands within Mesa Water’s service area.

While recognizing that it is not possible to guarantee a permanent water supply for all users in California in the amounts requested, SB 610 requires that a water supply assessment (WSA), based on specific criteria, be prepared to document the sufficiency of available water supply for the Mesa Water District and the proposed project. The WSA will identify water supply and reliability within the Mesa Water Distribution System, now and into the future, and makes a determination regarding water supply sufficiency for the build out of the proposed Specific Plan.

Deliverable(s):

- **Water Supply Assessment**

Task 6: Land Use Concept Alternatives and Analysis

The consultant team will develop at least three different land use conceptual plans for the project site that respond to the previously-developed vision statement and guiding principles. An analysis will assess the impact of each land use concept on the project site and surrounding community, as well as the feasibility of instituting each alternative concept with respect to infrastructure capacity, services, market forces, economic feasibility etc. A multimodal transportation analysis will be required for each land use alternative. A comparison of safety and connectivity to services, schools, transit, bicycle and pedestrian paths, and employment centers will be included. The analysis will analyze both Levels of

Service and Vehicle Miles Traveled for motor vehicles, transit, bicycle, pedestrian travel behavior as appropriate. Parking strategies for each project alternative will be compared. A report, maps, diagrams and comparison charts describing and analyzing the alternatives will be prepared. The analyses will quantify development capacity in terms of housing (units, type, and affordability), non-residential floor area by type, population, as well as employment and likely income profiles. The projected population and jobs for each alternative shall be included. Maps, diagrams and descriptions shall be provided to adequately identify the distribution, location, extent, and size of the major infrastructure and open space components needed to serve the site. The selected consultant will present and facilitate discussions re: land use concepts.

Deliverable(s):

- **Land Use Concept Alternatives Report.**
- **Meeting facilitation, presentations, and materials such as slides, handouts, website information, etc.; and**
- **Large format display illustrating concept alternatives with additional sketches, elevations, and street sections as needed to visualize each concept.**

Task 7: Administrative Draft Specific Plan and Focused Studies

Based on input received, the consultant will work with City staff to identify the preferred land use concept that will serve as a basis for the Specific Plan. The Draft Plan shall be developed in coordination with the environmental impact analysis to ensure that impacts of the Plan are minimized through the proposed policies, standards, guidelines, and implementation plan. The consultant will prepare an administrative draft of the Specific Plan. Technical reports will be updated to specifically address the land use concept selected and relevant findings of the reports will be summarized in the Specific Plan. These technical reports may include the Market Demand Analysis, Public Infrastructure and Services Cost Estimate and Financing Plan, Historic Resources Reuse Plan, Biological Resource Assessment, Traffic Analysis (Level of Service and Vehicle Miles Travel), Noise Analysis, Visual Assessment, Greenhouse Gas and Air Quality Analysis, and Design Guidelines.

The Specific Plan will include a Land Use Plan including the minimum and maximum allowed residential densities and building intensities, objective design and development requirements and conceptual pictorial examples of specific plan areas including sketches, elevations and cross sections where appropriate. Population projections will be defined at build-out. Infrastructure and circulation improvements must also be identified. The Plan must include an Implementation Plan that includes estimated costs for public infrastructure and financing mechanisms, as well as strategies to incentivize affordable housing. The Plan must include Design Guidelines for the public and private realm.

The Administrative Draft Specific Plan will be presented to City staff for review and comment. The Specific Plan documents will be published online in an interactive pdf format. The Specific Plan will be prepared in compliance with California Government Code §65450–65457 and include all of the following components:

- a. Detailed Table of Contents, Index and Glossary. The specific plan must be designed for easy navigation. User-friendly formatting and cross-references are essential.
- b. Introduction and Summary of Plan: Vision, guiding principles, and purpose statement and range of issues, location and acreage, project background, and summary of process.

- c. Relationship to the General Plan. A detailed statement of the relationship of the Specific Plan to the General Plan, including consistency of the Specific Plan with the General Plan (as revised). A discussion of how the Specific Plan furthers the goals, objectives, policies and programs of the General Plan shall be included. Staff anticipates that the Specific Plan will be adopted along with an amendment to the General Plan concurrent with rezoning of the site.
- d. Relationship of the Specific Plan and EIR to Subsequent Development. The Specific Plan must include a statement describing the application of the Specific Plan and Environmental Impact Report to Subsequent Projects and identify: 1) Projects that are intended to be exempt from additional environmental review based on the Plan's EIR. 2) Projects that will require additional environmental review.
- e. Plan Vision and Goals. The Specific Plan will articulate a clear vision, and establish overarching goals that will guide topical objectives and related policies.
- f. Land Use Plan and Zoning Maps. The land use plan will facilitate the Specific Plan vision and goals. It will include maps and descriptions of proposed land use designations, zoning, permitted and conditionally permitted uses, housing densities, building intensities, and site- or area-specific policies. Text and illustrations of key project elements such as public spaces and proposed public improvements will be provided along with illustrations of various locations within the plan area under a build-out scenario.
- g. Photo-simulations. Photo-simulations will be used to illustrate the appearance of future development at key view points.
- h. Open Space and Resource Plan. The open space and resource plan will address the allowed uses within the open space areas of the site and establish goals, objectives, policies and programs for open space and recreation. Open space areas are expected to be preserved in perpetuity; however the interaction between built and open space areas shall be appropriately planned.
- i. Circulation Plans and Maps. Recognize the existing circulation system of the site and address the entrances/gateway to the community and access ways to support the identified development. The Circulation Plan will propose circulation improvements that will enhance uses on the property, and ensure public safety, emergency access and multimodal connectivity within the plan area and into the surrounding community. The plan will provide for pedestrian and bicycle access and safety and incorporate complete street policies. Enhanced transit service and access for the disabled and aging populations should also be considered.
- j. Design Guidelines/Development Standards. Develop Design Guidelines that promote an attractive, pedestrian-oriented development, compatible with surrounding land uses, and at a density and intensity in character with the City of Costa Mesa. Topics will likely include site planning, building massing, height, building design, parking areas, transition areas, signage, landscaping, streetscape design, and open space. High quality visuals, diagrams, and cross sections will be utilized where appropriate.
- k. Utilities and Services: Description of existing and proposed infrastructure to serve the area, including: storm drain, water, wastewater, gas and electrical, telecommunications, as well as policies regarding undergrounding new services.
- l. Financing and Implementation Plan (Appendix). The Infrastructure and Financing Plan will include a description of existing and planned public facilities (streets, roads, sidewalks, bike lanes and racks, utilities, street furniture, street trees, parking, water supply, storm water management, etc.) and the public services within the planning area (schools, public safety and emergency services). The plan will identify the improvements needed to support the planned development in the proposed Specific Plan and provide

cost estimates and implementation strategies for phasing and financing. Required mitigation measures and their implementation costs must be included. The Financing and Implementation Plan will identify action items for each section of the Specific Plan that are needed to implement the goals of that section, as well as for implementation of the overall plan. Each action item shall be assigned a time frame for implementation as well as responsible party/agency department to easily identify immediate next steps and longer term actions. Each item should have a cost estimate and identified funding sources. Strategies for financing infrastructure and other public services and improvements.) will be discussed. The implementation and financing plan will also include an analysis of the existing array of financial and regulatory incentives available to encourage revitalization and attract economic development to the Specific Plan area. Changes to regulations and policies required to implement the Plan will also be discussed and included in the Implementation Plan.

- m. Administration: Description of any fees, amendment procedures, development review procedures, and City departments and agencies responsible for Specific Plan implementation and reporting.

Deliverables:

- **Digital Interactive Administrative Draft Specific Plan; and**
- **Digitally Linked Supporting Technical Reports/Studies.**

Task 8: Public Review Draft Specific Plan

Staff comments on the Administrative Draft Specific Plan will be incorporated into the public review Draft Specific Plan and posted and distributed for review and comment. The Consultant will present the Draft Specific Plan at a community meeting. The Specific Plan must be visually rich, with a user-friendly format, and clear, concise text. The plan must rely heavily on state-of-the-art graphics and maps to illustrate planning concepts, conceptualize plan build out, present the plan vision in a compelling way, and make information understandable to the public. The document must be logically organized and easy to use. Graphics, illustrations, photographs, tables and maps must be well integrated into the plan at appropriate locations to explain the concepts presented. Document formatting must facilitate readability by making use of distinctive heading styles to clearly distinguish sections, sub-sections, paragraphs, etc. Headers and footers must be used to highlight section numbers and topics on each page and allow the reader to easily locate information.

Deliverables:

- **Meeting facilitation, presentation, and materials (digital & hard copies); and**
- **Public Review Draft Specific Plan.**

Environmental Review pursuant to the California Environmental Quality Act

Task 9: Environmental Review Scoping

An Initial Study is not necessary, as the City has determined that a Program EIR is required. The consultant shall prepare a Notice of Preparation (NOP) in consultation with staff. After incorporating City review comments on the preliminary Project Description, the Consultant will prepare the NOP, conduct required Noticing, and will conduct a Public Scoping Meeting for the EIR.

Deliverables:

- **Notice of Preparation;**

- **Scoping Meeting facilitation and materials; and**
- **Summary Report of scoping comments.**

Task 10: Program EIR - Administrative Draft and Technical Studies

The consultant will prepare, in accordance with CEQA, an administrative draft of a program level Environmental Impact Report (EIR) including project objectives, existing conditions, impact analysis, mitigation measures, cumulative analysis, alternatives analysis, and all associated technical studies for review by City staff. The Program EIR will analyze the project and address all potentially significant environmental issues identified during scoping. The Program EIR will specifically address environmental concerns identified during plan development and outreach. Prior to beginning any technical analyses for individual subject areas of the Program EIR, the consultant will submit to the City for review a Draft EIR annotated outline and a memorandum describing the methods and assumptions to be used in the analysis (such as software, modeling techniques, significance thresholds, etc.). It should be noted that a substantial amount of environmental setting information has been developed for the site, as presented in the Conditions Assessment. As environmental impacts are identified, feedback to project alternatives, policies and standards in the Specific Plan will be provided to ensure the Plan is self-mitigating. A Mitigation Monitoring and Reporting Program, consisting of a separate list of all proposed mitigation measures, will also be developed. Each measure will include a brief discussion of the monitoring required, responsible parties, and timeframe for implementation. City departments will coordinate and provide comments on the administrative draft. City staff will meet with the consultant as needed to discuss comments. Consultant will revise the administrative draft as required and provide a clean copy for City staff to conduct a final review. Once the final review has been completed and the administrative draft revised as required, a digital copy of the Draft Program EIR will be submitted to the City for online publication. The consultant will provide digital copies of the approved document for distribution in compliance with CEQA.

Deliverables:

- **Annotated Outline**
- **Administrative Draft of Program EIR (digital format); and**
- **Mitigation Monitoring Plan (digital format).**

Task 11: Draft Program EIR – Public Review Draft

The consultant will coordinate with the City to publish and distribute the Draft Program EIR to the State Clearinghouse, all responsible and trustee agencies and other interested parties. The Draft Program EIR shall also be made available digitally and on the City website to facilitate public review and access. The consultant will include the Program EIR findings in the community workshop presentations on the Public Review Draft Specific Plan. The consultant will compile all written and verbal comments received during the public review period for the Draft Program EIR.

Deliverables:

- **List of comment letters and commenting entities (digital format);**
- **Compilation of comments received (digital format); and**
- **Draft Program EIR.**

Task 12: Response to Comments and Administrative Final Program EIR

The consultant will work with City staff when preparing responses to comments received during the EIR public review period and at the public hearings. The consultant will prepare an administrative draft of the Final Program EIR consisting of a summary of all verbal comments received during hearings on the Draft Program EIR, all written comments, responses to all the comments as required by the State CEQA Guidelines, and appropriate corrections and revisions to the text of the Draft Program EIR. All written comments will be numbered and any necessary changes to the text of the Draft Program EIR or the Mitigation Monitoring and Reporting Program will be identified, and responses keyed to the appropriate comment numbers. Once review by City staff is complete, the Consultant will make all necessary revisions and provide copies of the final document.

Deliverables:

- **Administrative Final Program EIR (digital format);**
- **Final Program EIR (digital format); and**
- **Mitigation Monitoring and Reporting Program (digital format).**

Task 13: Public Hearings and Final Specific Plan and Program EIR

The Consultant Team will attend public hearings conducted by the Planning Commission and City Council to consider the certification of the Final Program EIR and adoption of the Specific Plan. General Plan policy and zone changes necessary to implement the Specific Plan will be identified and presented for consideration along with the Specific Plan and EIR. Following approval of the Specific Plan and Certification of the Program EIR, the consultant will make any required modifications. The consultant will then provide the City with clean copies of the final approved documents as indicated below.

Deliverables:

- **Public Hearing attendance, presentation, and materials**
- **Final Specific Plan (digital format)**
- **Final Program EIR and Mitigation Monitoring Program (digital format).**

Fairview Developmental Center Specific Plan





APPENDIX B
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval based on task completion and acceptance of deliverables. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, 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), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be

twice the required occurrence limit.

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

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant 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, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

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

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants 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 sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their

respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP No. 23-21 for the Fairview Developmental Center Specific Plan**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 23-21 for the Fairview Developmental Center Specific Plan** at any time after **June 13, 2023**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 13, 2023** with a City Councilmember concerning **RFP No. 23-21 for the Fairview Developmental Specific Plan**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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.

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."

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

EXHIBIT B
CONSULTANT'S PROPOSAL



Fairview Development Center Specific Plan

for the City of Costa Mesa







Proposal for Services | July 7, 2023

Fairview Development Center Specific Plan

for the City of Costa Mesa

Prepared By: PlaceWorks

3 MacArthur Place, Suite 1100
Santa Ana, California 92707
t 714.966.9220

ORANGE COUNTY • BAY AREA • SACRAMENTO • CENTRAL COAST • LOS ANGELES • INLAND EMPIRE

PLACEWORKS.COM

July 7, 2023

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Subject: Fairview Development Center Specific Plan and EIR

Dear Stephanie:

Please accept the attached submittal as PlaceWorks' proposal to prepare the Fairview Development Center Specific Plan and EIR for the City of Costa Mesa (City).

For this once-in-a-lifetime project, you need a team that knows Costa Mesa, the Orange County market, and how to craft and entitle plans that will be successfully implemented. You also need a team that understands housing in all its forms, and how to design complete neighborhoods that become cherished places in a community. You need a team that regularly works with state, regional, and local agencies – understanding what it takes to navigate, negotiate, and find the right solutions for a project. And finally, you need a team that knows how to run a transparent public engagement process where input is meaningful for both the Specific Plan and future development plans. We are that team.

We are teamed with the following exceptionally talented local firms: **Gensler, Fuscoe Engineering, Fehr & Peers Transportation Consultants, Developers Research Services, and ECORP Consulting**. The qualifications and experience of our team is demonstrated throughout this proposal.


We believe are the right team, with qualifications, and the right approach to be your partner for this project. Our collective experience with affordable housing, specific plans, outreach, development, architectural and landscape design, and environmental assessment is relevant and extensive. Not only do we prepare plans that get implemented, but we are often asked to provide ongoing staff services during the implementation process.

This Specific Plan project will be managed by PlaceWorks' Orange County office, located at the following address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707.

Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

Respectfully submitted,

PLACEWORKS



Karen Gulley
Managing Principal, Design
(714) 966-9220

TABLE OF CONTENTS

1. BACKGROUND AND PROJECT SUMMARY	1
2. PROJECT APPROACH & METHODOLOGY	2
Scope of Work.....	2
Schedule, Management Approach, and Quality Control.....	16
3. QUALIFICATIONS & EXPERIENCE	18
PlaceWorks	18
Representative Projects	20
Additional Project Examples (PlaceWorks + Subconsultants)	22
4. KEY PERSONNEL	27
Qualifications Summary	27

APPENDIX A: FINANCIAL CAPACITY

APPENDIX B: DISCLOSURE

APPENDIX C: SAMPLE PROFESSIONAL SERVICE AGREEMENT

APPENDIX D: FORMS

1. BACKGROUND AND PROJECT SUMMARY

Over 100 acres of land available for development in Costa Mesa is an unheard-of opportunity. An opportunity to address the underbuilding of housing in the city, to address the pressing need for workforce housing, to provide housing for veterans, individuals with developmental disabilities, and other groups, to create a new and unique walkable, mixed-income, mixed-use community in built-out Costa Mesa. Yet the site is predominantly surrounded by a very popular public golf course and has many existing buildings which might or might not be suitable for reuse. It is off the beaten path, without visibility to the major thoroughfare, Harbor Boulevard. Successful commercial centers are located just to the north and to the southeast of the site. And, surrounding neighborhoods can be expected to be leery of increased traffic.

The site is expected to satisfy a large portion of the City's RHNA requirements. The California Office of Emergency Services is expecting to use a portion of the site for an emergency operations center and lots of questions about it remain. Regular patrons of the Costa Mesa Country Club, and residents from Mesa Verde to College Park to Westside neighborhoods may feel a stake in what happens with the property. Competing with these interests are the realities of the market and what is financially feasible to accomplish.

The Fairview Developmental Center Specific Plan is an unparalleled opportunity – one that will answer the needs and interests of many principals. Our role is to ensure that the final plan is financially feasible, desirable to build, and best addresses the concerns of the community. Our team finds that the following actions are paramount to a successful outcome.

Keys to Success

- Bring together a core team of people that will be engaged from beginning to end. Establish a team structure, including City staff, for conducting each stage of the process where everyone knows their role, timeframe for getting things done, and is working towards a common goal. This includes consistency in the involvement of state representatives, so they understand the process for getting to a preferred alternative and the design/development envelope for the Specific Plan.
- Find a way to keep the process moving even when unresolved issues arise. Be prepared to run on parallel tracks.
- Keep a small bench of outside advisors, especially in the affordable housing field, that are available to lend their knowledge and expertise as needed. Ensure that this process doesn't preclude any advisors from being able to bid on the future state-issued RFB.
- Provide sufficient guidance to the state during preparation of the RFB and the evaluation criteria. Be available to the state as needed to answer questions during their review process. Provide guidance/recommendations to the City regarding potential bidders. Above all, remain OBJECTIVE.
- Find the right balance between flexibility and design/development control.
- Explore the range of possibilities, so that this unique and valuable property achieves its full potential.
- Offer opportunities for community involvement that are based on sufficient information so that residents understand the options available and the tradeoffs. We want residents to contribute to a successful outcome where a developer(s) is able to move forward with a project that is successful, sustainable, and contributes to the well-being of the community at large.

2. PROJECT APPROACH & METHODOLOGY

The following scope emphasizes key components of our approach that includes the Project Objectives from the Request for Proposals (RFP), Optional Tasks. We recognize that it may be necessary to alter the scope as the project progresses and are happy to work with you in making those adjustments.

The scope also identifies “City To-Do” items that will require your time and expertise that are addition to the timely review of draft products and participation in regular team meetings. Because we have included everything we believe is needed for successful completion of this project there are few Optional Tasks.

Scope of Work

Task 1. Project Kick-off and Ongoing Coordination Meetings

Intent: To engage in a discussion and tour with City staff to (1) understand the City’s ideas about the reuse of the property and implementation of the housing element; (2) ask questions about the background information and existing conditions; (3) identify issues and constraints; (4) confirm project boundary; and (5) review approach to outreach.

Approach: A successful project requires significant coordination and communication. PlaceWorks will lead the day-to-day project management of the Specific Plan. Regular communication via Zoom calls and email will ensure all members of the team are in the know. We will establish a protocol for email communication, identifying who from the City and the consultant team will be part of the communication. Our project manager will also use a variety of tools, including an ongoing budget and schedule tracking template, to meet the 2025 deadline and milestones along the way. This task also includes coordination with the State Department of Developmental Services and Department of General Services.

1.1 – Project Kick-off Meeting. PlaceWorks will coordinate the project kick-off meeting with our team and appropriate City staff. Ideally, we’d schedule a series of back-to-back meetings at City Hall to provide adequate time for focused discussions with the relevant departments. We will also confirm and refine the scope and schedule. In advance of the meeting, the PlaceWorks team will review available background information and conduct an initial assessment of existing conditions so we are ready to have a productive working session. During this meeting, we will also discuss the community visioning and engagement strategy and program. Following the meetings, we will conduct a tour of the project area with staff.

1.2 – Bi-weekly Meetings. Regular and consistent communication is key to successfully supporting the City of Costa Mesa through the Specific Plan process. For budgeting purposes, we have allocated two hours per month towards this task for key PlaceWorks project team members, knowing some months will require more coordination than others. Additional time has also been allocated for subconsultants to join the team calls periodically to check in on the status of their work. The bi-weekly meetings will be held as virtual Zoom calls.

1.3 – Day-to-Day Project Management. This task allocates time for maintaining the project budget, schedule, invoicing, and other day-to-day project management activities, such as organizing documents and coordinating meetings with the City, State, and other agencies and stakeholders.

Deliverables: Meeting agenda, list of data needs, initial base maps, meeting summary memorandum, any updates to the schedule, community visioning/engagement program, and invoice format.

CITY TO-DO: Attend kick-off meeting and tour, participate in bi-weekly calls, and provide input on the community engagement strategy and program.

Task 2. Community Visioning and Engagement

Intent: To conduct an inclusive community engagement process providing convenient and meaningful ways for the public to provide input at critical stages of the planning process, especially in developing a vision for the future of the site, weighing alternative land use/circulation concepts and details of the final plan. Community engagement also means including key area and industry stakeholders. Our engagement program incorporates the perspective of affordable housing and market-rate housing developers familiar with the Orange County market and trends in housing types, supportive social services, private and public open space amenities, and other aspects of design and uses to complete the new neighborhoods envisioned.

Approach: Our proposed engagement program is based on the objectives identified in the RFP. The following outreach tasks will be the foundation for our community engagement program. This significant project will require a tailored approach to best reach area residents and stakeholders. With the recent and robust housing element outreach process we know that City staff understands the community. Our plan will be refined with you during the kick-off meeting. Our team will lead an effective engagement program that will involve a variety of stakeholders throughout the planning process. We will use a variety of tools to make it easy for anyone to participate both in-person and online. The PlaceWorks team will work with the City to coordinate events and communication. The following subtasks provide detail about our proposed engagement plan.

2.1 – Project Branding and Style Guide. To create citywide project recognition, PlaceWorks will develop a project logo and other branding collateral, including graphic elements, color palette, and fonts that set the theme for the visioning process and the Specific Plan. The logo and style guide package may include a combination of symbols, text, colors, graphics, or photos. We will work with City staff and the State to identify iconic images that represent the Fairview area and future opportunities for the site.

Task 2.2 – Website. PlaceWorks will create and maintain a custom project website using the logo and style guide created in Task 2.1 providing a place for the community and stakeholders to learn and get involved with the Specific Plan project. Using SocialPinPoint, we will integrate interactive Web-based tools for people to provide ideas and input for the vision statement, site and land use alternatives, mobility options, and more. Our team will also draft eye-catching jpegs or GIFs to coincide with outreach events and project updates.

2.3 – Community Workshops and Pop-Ups. The PlaceWorks team of experienced planners are passionate about inclusive and equitable public engagement. Our engagement plan proposes four workshops during milestones for the project and will be conducted in-person and virtually within the same week (but on different days) to engage the community in a format that is comfortable for them. The same content will be shared using online tools to facilitate and collaborate with the community during our virtual events.

- **Workshop 1: Educate and Inform-** During this workshop, the team will provide information about the history of the site, existing conditions, and other City planning efforts, such as the Housing Element. We will also

gather community ideas and input to help shape the vision statement. A SocialPinPoint online activity called Visioner will be launched on the website and remain open for two weeks after the workshop allowing people to provide their ideas at a time convenient to them. We anticipate holding a facilitated Q&A session during this workshop to address community questions and concerns. From that discussion and additional City and State input, our team will draft a project Fact Sheet.

- **Optional Task:** Site tour- A unique guided community walking tour could be provided as a part of workshop one. PlaceWorks has a partnership with Hoffer Tours (www.hoffertours.com) and would work with Bill Hoffman to design an interesting and informative experience. A narrated, web-hosted drone tour could also be developed and posted to the website.
- **Workshop 2:** Market Overview and Vision- Share findings of the market study, draft vision statement, and guiding principles. The purpose of the workshop is to share details of the Market Study and lay the foundation for future use of the site. We will include interactive activities and polls to foster participation.
- **Workshop 3:** Land Use Alternatives- The purpose of this workshop is to gather input on the land use alternatives in Task 6. The PlaceWorks team will lead an interactive workshop walking the community through the various land use alternatives and site circulation ideas.
- **Workshop 4:** Community Review of the Plan- When the Public Review Draft Specific Plan (Task 8) is complete, the final workshop will give the community the opportunity to provide input on the draft plan. An open house format could be used to collect feedback and ideas on the various topics related to the plan. The purpose of this workshop is to reassure the community that their input has been heard and incorporated while continuing to solicit feedback and gain support.

In-person workshops are anticipated to be held on the Developmental Center property provided there is suitable space. Other options could include Los Lagos Golf Course banquet room, or another venue that the City can help to secure. Workshop summaries and digital versions of workshop materials will be posted to the project webpage. Spanish translation services have been included in the reimbursables budget.



SocialPinPoint is an online platform to capture community input. Tools such as Visioner and Hot Spot will create a unique online experience for the community to participate in the planning process.



Mentimeter is a creative workshop platform that will be used to spark conversation and document feedback, making it easy to improve transparency and further collaboration.

- **Pop-ups:** A fun and quick interaction with the public, pop-ups are a great way to reach people in the community. Rather than requesting the public to come to us, we go to them. A hosted booth could include flyers, a few boards, and other materials outside of an area grocery store or at a City-sponsored event. For this project, we propose pop-ups to precede a workshop, informing the community of the project and helping to promote an upcoming event. This task assumes that up to two staff from PlaceWorks will be available to organize and facilitate up to two pop-ups.

Our Outreach Process				
Educate, Inform, & Gather Input		Share Community Perspectives & Build Consensus		Empower Decision-Makers
Workshop 1	Workshop 2	Workshop 3	Workshop 4	Study Sessions
<ul style="list-style-type: none"> • Draft Vision and Guiding Principles • Existing Site Conditions & Planning Considerations • Other related plans 	<ul style="list-style-type: none"> • Confirm Vision and Guiding Principles • Market Overview 	<ul style="list-style-type: none"> • Land Use Alternatives • Circulation/ Mobility Options • Urban Design • Adaptive Reuse 	<ul style="list-style-type: none"> • Review and provide feedback on the Draft Specific Plan • Plan refinements 	<ul style="list-style-type: none"> • Confirm Vision and Guiding Principles • Market Overview
<ul style="list-style-type: none"> • Roundtables/Stakeholder Interviews 		<ul style="list-style-type: none"> • Online land use alternatives survey 	<ul style="list-style-type: none"> • Online Draft Plan Comments 	<ul style="list-style-type: none"> • Public Hearings • Plan Adoption
<i>Ongoing Outreach: Pop-up events, website including interactive online activities, social media posts and ads, and postcard mailers.</i>				

CITY TO-DO: Post communication to social media through City-maintained accounts, coordinate in-person workshop locations, assist with logistics, and workshop attendance.

2.4 – Vision Statement and Guiding Principles. Informed by Workshop 1, stakeholder/developer round tables (Task 2.4), and ongoing online community engagement, the PlaceWorks team will draft a Vision Statement and set of Guiding Principles for reuse of the Fairview Developmental Center site. PlaceWorks will design a final product that will be graphically interesting with photos and other imagery so that readers can visualize future possibilities. Since the Vision and Guiding Principles are the foundation for the Specific Plan, it will be shared with the community during Workshop 2 for comment and is recommended to go to City decision makers for approval (Task 2.7) before commencement of Task 7.

2.5 – Round Table /Stakeholder Interviews. In coordination with the City, we will identify the list of stakeholders to interview, including Mesa Verde, College Park, the Costa Mesa Golf Course, the proposed Emergency Operations Center, area developers, and others (up to 12 interviews). The purpose of these

interviews is to give them one-on-one attention and to understand their unique perspective or concerns about future development, and to build a relationship so that they always have the most current and accurate information available throughout the process. We also propose interviews with local affordable housing developers (e.g., Century Housing, National Core) and service providers in the areas of workforce development, health care, and other potential social services (up to two roundtables). It is important to understand the trends in affordable housing and the “continuum of care” model as input for the Specific Plan.

2.6 – Outreach Materials, Survey and Social Media, Fact Sheets, Flyers. This task includes time for the PlaceWorks team to create materials to support the workshops with a project fact sheet (and updates), posters, surveys, and other presentation materials. Special attention will be given to reaching seniors, youth, and other hard-to-reach populations in the city. Reimbursable expenses include budget allocated to printing and mailing costs as well as purchasing ads.

2.7 – Planning Commission/City Council Study Sessions. During milestones such as confirming the Vision Statement and selection of a preferred plan, the PlaceWorks team recommends a study session with Planning Commission and/or City Council. We have budgeted for participation in up to two study sessions.

***Deliverables:** Community visioning and engagement strategy, Vision Statement and Guiding Principles, Branded Project Website, Documents and Materials to support outreach events, and participation in four virtual and four in-person workshops, two pop-up events, and two City decision-maker study sessions.*

Task 3. Market Demand and Economic Feasibility Analysis

Intent: To provide a current and longer-term assessment of market conditions and development feasibility associated with a range of housing types and community-creating nonresidential uses. It is also intended to satisfy several objectives at key points in the planning process:

- Provide a baseline overview of existing market demand and the financial feasibility of new development to support community visioning and engagement (Task 2).
- Provide a detailed evaluation of market demand and potential to support planning of land use alternatives (Task 6) and the preparation of the land use plan and Specific Plan (Task 7).
- Provide an assessment of the financial feasibility of major development scenarios to support planning of land use alternatives (Task 6).
- Provide targeted financial feasibility analyses to test and evaluate development standards contemplated for the proposed Specific Plan (Task 7).

Approach (Market Analysis). PlaceWorks will prepare a basic analysis of market demand and refine the analysis as the plan progresses. The market analysis will estimate the current and future demand for residential development for market-rate housing, by type, tenure, and price point, and for affordable housing, by various demand subcategories, such as seniors, large family, veterans, and individuals with disabilities.

As a part of this task (and as part of community engagement, Task 2.3), we will interview three to six developers to get their perspective on the near-term market opportunities and challenges. The analysis will also estimate current and future demand for retail development (including shopping, dining, and entertainment). However, even with the potential for 2,300 new housing units, there may be only muted demand for new retail building space, given the quantity and strength of competitive retail in proximity to the

plan area. In addition to retail, the market analysis will estimate the demand for offices. The shift of much office work to work-from-home and hybrid formats has increased office vacancies and is expected to dampen demand for new office development for many years. Office demand most likely will be for medical offices.

The market analysis is not a simple plug-and-play exercise of combining household projections with spending data and vacancy rates rather, we propose a holistic approach that provides solutions to key issues:

- What are the broad range of uses that can be incorporated into the vision for the Specific Plan? (highlight the possibilities rather than limit what is considered).
- What are the types of uses that can feasibly reuse existing buildings?
- What is the support for market-rate uses that can help fund the cost of needed public improvements?
- What are the types of nonresidential uses that would complement the residential components of the Specific Plan (nonresidential uses that help build a community).

Approach (Financial Feasibility Analysis). Building on the market analysis and initial community engagement, the PlaceWorks team will collaborate with City staff to define eight development scenarios with a mix of reuse and new construction, market-rate and below-market-rate housing, and nonresidential uses.

We will conduct a financial feasibility analysis for each of the development scenarios to identify the product types and density/intensity of development that are financially feasible. The initial model is intended to inform community engagement (Task 2) with a broad assessment of what it may take for plan area development to be financially feasible. We will refine the analysis to support the preparation of land use alternatives (Task 6) and evaluate potential development standards and requirements in the draft Specific Plan (Task 7). The final analysis will also quantify the amount that market-rate development can afford to pay for infrastructure and public improvements through Community Facilities Districts (CFDs) and other funding and financing mechanisms.

For the financial feasibility analysis, PlaceWorks will use publicly available data sources as well as purchased proprietary data. To ensure the accuracy of the analysis and financing plan recommendations, we will obtain project-specific construction cost estimates from Developers Research. Fuscoe will provide cost estimates for reuse/improvement of existing infrastructure (where feasible) and new infrastructure, based on the most current Green Building Book Costs or other approved resource by City staff.

Finally, to ensure a thorough exploration of reuse potential, the Gensler team will lead the assessment of the adaptive reuse potential of the existing buildings to the extent needed. This will be a limited/strategic assessment, evaluating general structural integrity, assessing overall condition, and suitability to support a new use. It will also involve evaluating the spatial layout, adaptability to accommodate a change in use and modifications to the building character, and environmental considerations such as the retrofit of the building with modern systems to reduce energy consumption and improve indoor air quality. Gensler will also support the assessment of market demand for building reuse and impacts on financial viability of adaptive reuse.

The financial feasibility analysis is not an end unto itself, but rather, it is intended to answer the following questions in support of the preparation and implementation of the Specific Plan:

- What are the broad types of development that market rate and affordable developers are most likely and least likely to pursue based on financial feasibility?
- Which product types, sizes, and price points are feasible for consideration in the land use alternatives?
- For the land use alternatives, which buildings would be financially feasible to reuse and what would be the appropriate uses for those buildings?
- What parking, open space, height, density and intensity, and other development standards are financially feasible for the draft Specific Plan?
- What amount of funding can be feasible raised through CFDs, EIFDs, etc., to support infrastructure investments and public improvements?

***Deliverables:** Baseline market demand overview and baseline financial feasibility assessment report to support community engagement; Market demand analysis and financial feasibility analysis to support planning for land use alternatives; Financial feasibility evaluation of Specific Plan development standards and requirements and estimate of funding for infrastructure and public improvements.*

Task 4. Comprehensive Conditions Report

Intent: Building from the studies already completed, PlaceWorks will create a working bibliography and provide graphic summaries of the information. The summaries will document existing environmental, built form, infrastructure, mobility, cultural, and historic conditions in the study area in ArcGIS. Using Story Maps, an ArcGIS program that allows the online presentation of geographic data, we will create an on-line tool that can access information. Story Maps will inform both the project design and specific plan and serve as the baseline for the environmental impact report (EIR).

Approach: We will start the Story Map in Task 4, then update it frequently as other tasks are completed, providing a transparent and dynamic resource for the staff and project team. At the City' discretion, all or part of the Story Map can be public-facing and accessible from any computer or phone. As a companion to the on-line Story Maps, PlaceWorks will prepare a paper summary report with the key findings of Task 4.

Fuscoe will research and evaluate existing documentation, utility maps, master plans of drainage, CIP budgets and prioritization, sewer and water, and any regional infrastructure studies within the specific plan area. Because the summary information will be part of Task 4, GIS data is preferred for utility layers. Fuscoe will work with City staff and Mesa Water District to ensure all relevant information is obtained.

Based on the master plans and regional studies provided, Fuscoe will prepare an infrastructure assessment and memorandum highlighting any major deficiency or capacity issues within the study area or any significant data gaps that require future analysis. The memo will incorporate wet and dry utilities and summarize plans for improvements, including funding status and anticipated schedule, as well as include points of connection into the City/District from public right of way.

To support the Specific Plan Fehr & Peers will review previous studies and evaluate the existing transportation conditions of the project site, including existing site vehicle miles traveled (VMT), intersection level of service (LOS), and active transportation. Fehr & Peers will prepare an Existing Conditions Report with the results.

***Deliverables:** Interactive Story Map, Existing Conditions Summary Report*

Task 5. Water Supply Assessment

Intent: To prepare a Water Supply Assessment (WSA)/Water Supply Verification in accordance with California Water Code, as referenced in Senate Bills 610 and 221 of 2001.

Approach: In cooperation with the City and Mesa Water District, Fuscoe will prepare a WSA for the proposed land uses. Water use will be calculated based on District-provided generation factors (or Fuscoe Engineering Inc. to identify regional references for review and approval by the District) and evaluated against existing conditions. The projected increase will be compared to local and regional water supply projections as documented in the most recent 2020 Urban Water Management Plan (UWMP) prepared by Mesa Water District. The WSA will highlight the ability of the District to supply water to the proposed project in addition to other current and future water demands of the service area in normal, single-dry, and multiple-dry year scenarios for 20 years. The report will include coordination and review with City staff and the District. If the projected water demand exceeds the anticipated growth in the 2020 UWMP, Fuscoe will work with the District on a strategy and workaround.

Deliverable: *Water Supply Assessment Report*

Task 6. Land Use Concept Alternatives and Analysis

Intent: To bring best practices and BIG IDEAS to alternative land use, urban design, circulation, and infrastructure options for future development of the project area. Each alternative is intended to build on the vision and urban design strategies developed by the team, as well as draw from the economic feasibility assessment. The analysis of the alternatives will become the basis of a robust outreach phase where the community will have the information needed to make informed recommendations for the preferred plan.

Approach: In a collaborative process, PlaceWorks and Gensler, supported by Fehr & Peers and Fuscoe, will create a series of three alternative land use concepts that include an urban design strategy diagram, neighborhood crafting, a mix of housing types and support services, potential adaptive reuse of buildings, the street network along with pedestrian and bike facilities, parking strategy, open space and connected systems, public realm amenities, building form and key design elements, and supporting infrastructure. The development capacity of each will be documented, along with projected population and jobs. The alternatives will be depicted in both plan-view and 3-D massing, along with character sketches conveying overall look and feel, along with example photos and analogues. In addition, Gensler will provide 3-D visualizations for each concept, including one or two views (one eye level, one aerial) for each option.

The alternatives will be analyzed by our economist for development and market feasibility. Fehr & Peers will provide trip generation and preliminary VMT estimates, draft trip assignment and LOS assessment, and review of access options. Fehr & Peers will also evaluate the site and surrounding roadways to determine if any geometric conditions exist that are either non-standard or would not be adequate to accommodate the traffic anticipated to be generated by the project. This analysis will include a review of collision data for locations surrounding the site to identify any patterns that may be worsened by a large volume of traffic. In collaboration with the design team, Fehr & Peers will develop recommendations for multi-modal access and connectivity in the project area. They will conduct an in-person walking audit to evaluate opportunities and constraints to improve travel options for all modes and all users of all ages and all abilities, including

pedestrians, bicyclists, low-speed vehicle users (such as e-bikes), motorists, and public transportation users. A layered-networks approach will be used, whereby preferred modes would be identified for corridors based on the available right-of-way.

The infrastructure requirements of each alternative will also be analyzed in terms of feasibility, anticipated funding, and timing of improvements. The analysis will also include opinions on probable cost or order of magnitude cost, building on the initial cost estimating provided in Task 4. **Note:** Water and sewer evaluations do not include any hydraulic modeling or use of the Mesa Water District’s existing water and sewer hydraulic models. If the Mesa Water District requires updating their models for assessing impacts, FEI will provide updated input parameters (proposed demands) for use within the model(s).

It will also be important to document how each alternative satisfies the vision and addresses the issues raised by the community. This analysis will be used to document the comparison of the alternatives in a Story Map format for easy access and review by the public. The outreach described during this phase in Task 2 will focus on the trade-offs between the alternatives and to distill the aspects of a preferred plan. A survey will be made available during this task to coincide with community workshops and opportunities for online engagement.

***Deliverables:** Land Use Concept Alternatives Report, large-format illustrative and concept sketches, with elevations and street sections as needed. Note: All outreach/workshop tasks are provided in Task 2.*

Task 7. Administrative Draft Specific Plan and Focused Studies

Intent: First, this task must finalize the Preferred Land Use Plan that will become the basis of the Specific Plan and EIR. Second, the Draft Specific Plan must provide reasonable flexibility for the future selected developer(s) while providing the “guard rails” to ensure the quality, form, and community benefits are achieved. Third, the Specific Plan must include a Financing and Implementation Plan that identifies the improvements needed, along with costs, financing strategies, and timing.

Approach: The Specific Plan will document the planning and outreach process and the background analyses as the foundation for the plan components. Images and diagrams will supplement the text and maps to convey the vision, plan objectives, and requirements. PlaceWorks will prepare an outline and unique document format for review and approval by City staff. The format will be visually rich with photos, graphics, and illustrative drawings that brings the text to life. The branding and style guide developed in Task 2 will be used to create a user-friendly format that is intended to be shared as an interactive PDF.

7.1 – Finalize Preferred Plan. Based on the analysis and community input, the PlaceWorks team will finalize the Preferred Land Use Plan, including the buildout summary, population and employment projections, unit count, and nonresidential square feet. This information will be used for the Project Description and technical modeling. We anticipate using one of the study sessions from Task 2.7 to keep City decision makers informed and engaged in the process. We will also prepare the primary project objectives for the purpose of evaluating project alternatives for the California Environmental Quality Act (CEQA).

7.2 – Draft Specific Plan. Based on the scope provided in Appendix A of the RFP and our best practices for specific plans, we recommended this document organization:

- **Table of Contents, Index, and Glossary.** These sections of the plan provide the user with information to assist with their review of the document, since it will be published as an interactive PDF with links provided throughout to quickly take a reader to applicable sections.
- **Chapter 1. Introduction.** Establishes the purpose and authority of the specific plan, the relationship to other policy and regulatory documents, including the Program EIR, and the plan's organization. This section also documents the planning process, including the market analysis, existing conditions, alternatives considered, and a summary of the community outreach and key findings.
- **Chapter 2. Vision and Guiding Principles.** Presents the community-based long-range vision for the specific plan area in terms of physical development, uses and activities, connectivity to neighborhoods and other destinations, and the intended mix of housing and supporting services and activities. Guiding principles are the basis for the Specific Plan - permitted uses, development standards, design standards, and plans for public realm improvements. This chapter will be written to appeal to both the community and prospective developers using input received in Task 2.
- **Chapter 3. The Plan.** Details the policies and objectives that will reinforce the vision, inform the development standards, and establish project objectives to be evaluated in the CEQA analysis. Describes the land use designations, land use map, and statistical buildout of the plan area. Also includes the plans for mobility, streetscape, water, sewer, storm drainage, and dry utilities needed to support the preferred plan. The infrastructure component will also include policies for sustainable design, undergrounding, and other objectives identified by City staff and team. The Open Space and Resource Plan will describe the existing and proposed public/private plazas, parks, multipurpose areas, and open space in the Specific Plan area. The requirements for publicly accessible open space amenities will be included in the development standards (Chapter 4). This chapter will also incorporate renderings and illustrations to support how the ideas could be implemented.
- **Chapter 4. Development and Design Standards.** This chapter will establish the permitted uses and development standards for residential and nonresidential uses based on the finalized land use designations and buildout potential. Our approach is to allow enough flexibility to accommodate a range of potential development proposals while ensuring that the neighborhood framework and key design elements of both new buildings and renovated existing buildings are addressed.
- Special attention will be paid to the unique attributes of affordable housing types, along with the integration of support services. Adaptive re-use standards will also be prepared based on the potential for re-use of existing buildings. Objective design standards will also be included covering site design, landscape design, building articulation/massing, groundfloor treatment, and architectural style. Fehr & Peers will prepare a parking demand study for the project to recommend appropriate parking ratios. They will collect parking counts at up to five similar facilities to develop appropriate parking rates for the project product types and will apply the parking rates to the project land uses and develop the parking demand forecasts.
- **Chapter 5. Design Guidelines.** This chapter will provide additional design direction in terms of site design, architectural design, and landscape design. The guidelines will focus on the public realm in terms of overall desired building quality, facades, entries, lighting, service areas, and sustainability measures. It will include building massing and placement guidelines, as well as signage and wayfinding guidelines. This section will also provide direction for the future landscape design of streets and open spaces. The design guidelines will include images or vignette graphics that reflect the character and qualities intended.

- **Chapter 6. Administration and Implementation.** This chapter documents how the plan will be administered by City staff and the application process for development or renovations. Opportunities to streamline this process will be explored with staff. The process for interpretations, amendments, or minor modifications will be described. This chapter will also include an implementation section that includes the economic development strategies and infrastructure financing strategies identified in prior tasks. Further detail will be provided in the accompanying appendix, as described below.
- **Appendix: Financing and Implementation Plan.** This appendix to the Specific Plan will include details on the existing and planned public facilities and services within the FDCSP area. The section will compile the improvements identified by Fehr and Peers, Fuscoe, and E4 needed to support the level of development proposed in the plan. Developers Research will assist with providing cost estimates. We will also identify implementation strategies for phasing and financing for each improvement and the Specific Plan as a whole. An implementation action chart will summarize the item, phase, cost and possible financing, timeframe, and responsible party/agency.

Deliverables: Digital Interactive Administrative Draft Specific Plan and linked Technical Reports.

Task 8. Public Review Draft Specific Plan

Intent: To revise the Administrative Draft Specific Plan based on client direction and then release the document as the Public Review Draft.

Approach: City comments will be consolidated for our team to address. A second round with minor edits will be included, if needed. The Public Review Draft will be prepared for hearings and distribution.

Deliverables: Public Review Draft Specific Plan (digital). Note: All outreach/workshop tasks are provided in Task 2.

Task 9. Environmental Review Scoping

9.1 – Notice of Preparation for a Programmatic EIR. PlaceWorks will draft the Notice of Preparation (NOP) to identify the public review period, contact person, scoping meeting date, and note how to comment on the project. As this EIR will be comprehensive, we will dispense with an initial study but will summarize the environmental topics like previous City NOPs. PlaceWorks will plan and attend a scoping meeting for the project at a venue provided by the City.

9.2 – Annotated EIR Outline and Technical Studies. PlaceWorks will prepare an annotated outline of the EIR, including references to Task 4, existing general plan policies, City CEQA Thresholds, and the regulatory environment affecting the site. We will review the outline and methodology with the City and finalize the contents prior to starting on the Admin Draft EIR.

Deliverables: NOP, Scoping Meeting Facilitation and Materials, Summary Report of Scoping Comments, Annotated Program EIR Outline

Task 10. Program EIR – Administrative Draft and Technical Studies

10.1 – Administrative Draft EIR. While the technical studies are completed, PlaceWorks will prepare the Administrative Draft EIR (ADEIR) following the annotated outline accepted by the City, and the information collected in Task 4. If there is insufficient project detail to complete the analysis, the EIR will explain the program to be followed for entitlement. The ADEIR will be provided in Word format for electronic review and comment. As the project progresses PlaceWorks will prepare the administrative record so that it can be provided to the City following certification of the EIR.

10.2 – Technical Studies. In conjunction with the previous studies collected as part of Task 4, the EIR will rely on the following project-specific technical studies.

10.2.1 Air Quality/Greenhouse Gases/Energy (PlaceWorks). PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis evaluating potential criteria air pollutant, toxic air contaminant, energy, and GHG emissions impacts associated with the project. Impacts will be programmatic, based on the level of detail identified in the Specific Plan and modeled based on the current methodology of the South Coast Air Quality Management District (South Coast AQMD) for projects in the South Coast Air Basin (SoCAB). Modeling of criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). PlaceWorks will model up to one near-term construction phase to estimate “peak day” construction emissions. Localized air pollution impacts and health risk will be discussed qualitatively because of the programmatic nature of the project. PlaceWorks will provide an estimate of the increase in long-term emissions from operation of the project compared to South Coast AQMD’s significance threshold. The results of the analysis will be summarized in the EIR, and modeling results will be included as an appendix. If necessary, mitigation measures will be identified, as needed, to reduce any potentially significant regional and/or localized air quality impacts.

10.2.2 Biological Resources (ECORP). Using information from the existing conditions report, ECORP will author programmatic policies and procedures that address biological resources within the Specific Plan area for use in the EIR. The procedures will outline a process for future projects to address known biological resource constraints. The process will identify approaches to project implementation, as well as guidelines for avoiding or preserving biological resources. The procedures and measures will inform the relevant biological resource sections of the Specific Plan EIR.

10.2.3 Cultural Resources (ECORP). Using information from the existing conditions report, ECORP will author programmatic policies and procedures that address archaeological and historical resources within the Specific Plan area for use in the Specific Plan EIR. The procedures will outline a process for future projects to address known historical and archaeological resource constraints. The process will identify approaches to project implementation and historical resource reuse, if appropriate, as well as guidelines for avoiding or preserving historical resources. The procedures and measures will inform the relevant cultural resource sections of the Specific Plan EIR.

10.2.4 Construction Health Risk Assessment (PlaceWorks). PlaceWorks will prepare a quantitative construction Health Risk Assessment (HRA) to assess the health risk impacts experienced by nearby sensitive receptors resulting from construction of the project. Due to the proximity of the proposed development to existing sensitive receptors, combined with the expected duration and intensity of construction activities. The

construction HRA will include air-dispersion modeling results, cancer risk calculations, and a discussion of the health factors considered in the HRA. The results of the construction HRA will be compared to the South Coast AQMD health risk impact criteria for cancer and non-cancer health risks.

10.2.5 Noise (ECORP). ECORP will prepare a Noise and Vibration Impact Assessment Report that will provide a programmatic impact analysis identifying potential noise-related impacts from implementation of the proposed Specific Plan. Additionally, the report will discuss the relevant standards and criteria for noise exposure and the discussion of potential impacts will be based on federal, State, and local ordinances, policies, and standards. Project vehicular traffic noise will be assessed using a version of the US Federal Highway Administration (FHWA) Traffic Noise Model. These calculations will rely on traffic forecasts provided by Fehr & Peers as part of their work on the project. The analysis of transportation noise will identify locations within the Specific Plan area that would be exposed to significant noise increases. ECORP will create a Noise Contour Map to reflect the Specific Plan Buildout traffic noise volumes.

10.2.6 Traffic (Fehr & Peers). Fehr & Peers will prepare a VMT analysis for preferred alternative for environmental review of the project addressing the four CEQA checklist questions. The analysis will use the Orange County Transportation Analysis Model (OCTAM) to prepare VMT estimates for the study scenarios and provide comparisons of total VMT and VMT per capita to evaluate potential significant impacts related to VMT, consistent with City of Costa Mesa Transportation Impact Analysis (TIA) Guidelines (October 2020), which Fehr & Peers assisted the City in developing. Any recommended mitigation measure(s) will be based on the Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021) to quantify VMT reduction potential associated with proposed transportation demand management (TDM) measures. The report will be included in the EIR and a draft will be submitted to the City for review with up to two rounds of revision anticipated.

10.2.7 Utilities and Technical Infrastructure Study (FUSCOE). Fuscoe Engineering will, in coordination with City staff, Costa Mesa Water District, Orange County Flood Control, and other utilities, evaluate potential impacts on each of the wet and dry infrastructure systems. The evaluation will identify the necessary utility systems to support the proposed land uses and propose a conceptual utility layout based on preferred land plan. The evaluation of water and sewer does not include any hydraulic modeling or use of the Laguna Beach County Water District's existing water and sewer hydraulic models. The technical report, along with the WSA, will be included in the EIR as a technical appendix.

***Deliverables:** Administrative Draft of Program EIR (digital format), Mitigation Monitoring and Reporting Program (digital format), Technical Appendices to Program EIR*

Task 11. Draft Program EIR – Public Review Draft

PlaceWorks will finalize the ADEIR document and send a PDF of the Draft EIR and all supporting documentation to the City for fatal-flaw review. We will make the requisite edits and prepare the Draft EIR for public review; we will provide an executive summary of environmental impacts on the Story Map platform and work with the City to distribute the document. We will also draft the mitigation monitoring and reporting program (MMRP); however, it will remain draft until the Final EIR is prepared as it is common for mitigation measures to change during the public review process. PlaceWorks will draft notices and the City will publish

notices on their website. All comments on the Draft EIR will be sent first to the City and then to PlaceWorks to be reviewed and bracketed. The Final EIR will include a summary of the review process and copies of all bracketed comment letters along with responses to comments.

Deliverables: Draft Program EIR (digital format + five printed copies), list of comment letters and commenting entities (digital format), bracketed comment letters on Draft EIR (digital format)

Task 12. Response to Comments and Administrative Final Program EIR

The response to comments will include a reasoned response to all comments. If an unexpectedly large volume of comments is received, or if certain comments result in the need for new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the City before the budget is consumed to determine an appropriate course of action. PlaceWorks will finalize the draft Mitigation Monitoring and Reporting Program (MMRP), including any revisions of the mitigation measures from the Final EIR. The final MMRP will identify the significant impacts that would result from the proposed project, mitigation measures for each significant impact, the timing the measures will need to be completed, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. PlaceWorks will draft the Notice of Determination (NOD) for the City to review before the City pays the requisite fees and files the forms with the County Clerk. PlaceWorks will also prepare the Notice of Completion (NOC) for filing with the State Clearinghouse.

Deliverables: Administrative Final Program EIR (digital format), Final Program EIR (digital format), Findings of Fact, Final Mitigation Monitoring and Reporting Program (digital format)

12.1.1 – Certification Documents. PlaceWorks will finalize the draft MMRP, including any revisions in the Final EIR of the mitigation measures identified in the Draft EIR. The final MMRP will identify the significant impacts that would result from the proposed project, mitigation measures for each significant impact, the timing at which the measures will need to be completed, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. If requested, PlaceWorks can draft the findings of fact to consider and certify the EIR. It is likely that the project will have at least one impact that will be significant and unavoidable for which a statement of overriding considerations will be needed. PlaceWorks can work with the City to develop the statement for inclusion into the resolution certifying the EIR. PlaceWorks will draft the NOD for the City's review before the City files the forms with the County Clerk. PlaceWorks will also prepare the NOC for filing with the State Clearinghouse.

Task 13. Public Hearings and Final Specific Plan and Program EIR

Intent: Present Specific Plan and Program EIR to City decision makers for adoption.

Approach: To ensure successful completion of the project, the PlaceWorks team will attend up to two public hearings, one with the Planning Commission and the other with City Council for adoption of the FDCSP and Program EIR. Our time also includes preparation of the presentation materials. Additionally, we will assist with General Plan and Zoning Code changes that may be required for consistency. Once the Planning Commission

and City Council have recommended and approved the Specific Plan and EIR, the PlaceWorks team will finalize the documents and mitigation program and provide final versions to City staff.

***Deliverables:** Public hearing attendance, presentation, and materials, up to two hearings, Final Specific Plan (digital), Final Program EIR, and MMRP (digital)*

Schedule, Management Approach, and Quality Control

A two-year schedule for completion of the Fairview Development Center Specific Plan is shown in Graphic Exhibit #1. We understand the importance of your deadline based on your agreements with the state. This deadline is achievable based on our experience in running similar projects. Timely review of draft products by the city is also critical to meeting the schedule.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing large, complex projects, we have developed effective strategies for ensuring that our work products are of the utmost quality, are completed within the agreed upon time frame, and are aligned with the established budget as described below:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We conduct weekly team meetings to coordinate on project workload, budget, and expectations. Any potential issues are raised in advance.
- We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.
- All PlaceWorks deliverables are proofed by both technical and grammatical readers, as well as formatted by in-house word processors. All deliverables are reviewed by the Project Manager and Principal-in-Charge.

Graphic Exhibit #1: Project Schedule

Tasks	Sep-23	October	Nov	Dec	Jan-24	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan-25	Feb	Mar	Apr	May	June	July	Aug	Sept
	# 1	# 2	# 3	# 4	# 5	# 6	# 7	# 8	# 9	# 10	# 11	# 12	# 13	# 14	# 15	# 16	# 17	# 18	# 19	# 20	# 21	# 22	# 23	# 24	# 25
1. Project Kick Off / Project Management	X																								
2. Community Visioning & Engagement		R	W	R	P		W	S		W	S														
3. Market Feasibility																									
4. Comprehensive Existing Conditions Report																									
5. WSA																									
6. Land Use Concept Alternatives & Analysis																									
7. Administrative Draft SP & Focus Studies																									
8. Public Review Draft Specific Plan																									
9. Environmental Review Scoping																									
10. Program EIR - Admin. Draft & Tech Studies																									
11. Draft Program EIR - Public Review Draft																									
12. Response to Comments & Administrative Final Program EIR																									
13. Public Hearings & Final Specific Plan & Program EIR																									

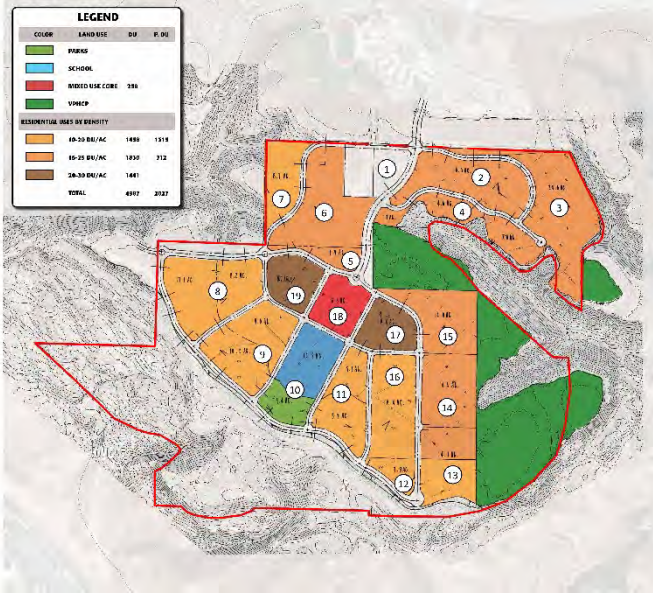
- PlaceWorks Preparation of Project Task
- City Review of Deliverables
- Project Kick-Off Meeting
- Roundtables/Stakeholder Interviews
- Workshops
- Pop-up
- Study Session
- Preferred Plan
- Public Review Periods
- Public Hearings



Above: Downtown San Bernardino Specific Plan – Charette; Right: Outreach Event in Garden Grove



Right: Southwest Village Specific Plan Conceptual Alternative



3. QUALIFICATIONS & EXPERIENCE

PlaceWorks has assembled a highly qualified team to complete the Fairview Development Center Specific Plan and EIR. This chapter describes the qualifications and relevant experience of the firms on the PlaceWorks team.

PlaceWorks

PlaceWorks is one of the West’s preeminent planning and design firms, with approximately 130 employees in six offices.

For 45 years, PlaceWorks has served both public- and private-sector clients throughout the state in the fields of comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

For the Fairview Development Center Specific Plan and EIR, PlaceWorks will serve as the prime consultant and oversee all aspects of the project and ensure its successful and timely completion.

Qualifications

Our Hallmark – Specific Plans that Result in Change. PlaceWorks is at the forefront of the specific planning practice and has completed more than 300 specific plans for small, medium, and large cities throughout California, including plans for new mixed-use communities and neighborhoods, transit station area plans, downtowns, areas undergoing significant transformation and reuse, and along underperforming commercial corridors. We focus on laying the groundwork for slow, steady change in the urban fabric and on integrating public realm improvements that foster quality places and encourage alternative travel modes.

Mastering Planning, Urban Design, and Placemaking. PlaceWorks is at the forefront of both greenfield neighborhood planning and design and urban planning in our built-out communities, with many projects in the ground today. Together our designers bring their expertise to craft plans that allow for adaptive reuse, integrate transit and streetscape networks, carefully consider building design and placement, respect nature, and provide activated/curated open spaces.

Environmental Review. We have four decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled a wide range of project sizes and types, and our reputation is built on our consistent production of effective and defensible environmental documents.

Company Information
Ownership: S-Corporation
Date / Location of Incorporation
California, 1975
Corporate / Local Office
3 MacArthur Place, Suite 1100 Santa Ana, CA 92707 Date opened: 2011
Officers
Keith McCann Brian Judd Randy Jackson Karen Gulley Joanna Jansen Mark Teague

Economic, Market, and Fiscal Analysis. PlaceWorks grounds its economic development work in a thorough analysis and understanding of the economic and market forces underlying each project that we undertake. We aim to identify the possibilities rather than focus on the limits and constraints, thus opening the door to want-ifs and tradeoffs. With this approach, our planning builds on our economic with to be implementation-oriented, aspirational with a solid footing in reality.

Award-Winning Public Engagement. The PlaceWorks team is invested not only in producing plans that are adoptable and implementable, but in developing an open, engaging, and interactive process that truly incorporates feedback from the public. PlaceWorks’ work is founded on the principle that the success of a project lies with the ownership and involvement of community members. We integrate technical expertise with a community-based approach, developing a thorough understanding of the issues and challenges that are relevant to each community.

Our Team

Firm Name Role on Project	Company Address	Contact Person
FUSCOE ENGINEERING <i>Infrastructure Analysis</i>	16795 Von Karman Avenue Suite 100 Irvine, CA 92606	Ian Adam, VP Specialty Services 949.474.1960 iadam@fuscoe.com
FEHR & PEERS TRANSPORTATION CONSULTANTS <i>Transportation Planning and Traffic Engineering</i>	101 Pacifica Suite 300 Irvine, CA 92618	Jason D. Pack, TE, Principal 949.308.6312 j.pack@fehrandpeers.com
GENSLER <i>Architecture and Design</i>	500 S Figueroa Street Los Angeles, CA 90071	Nate Cherry, FAIA, AICP, LEED AP BD+ C, Senior Associate 213.633.6084 nate_cherry@gensler.com
DEVELOPERS RESEARCH <i>Land Development</i>	2151 Michelson Drive Suite 270 Irvine, CA 92612	Peter Wales, Vice President, Development Cost Estimating 949.861.3300 pw@dev-res.com
ECORP CONSULTING <i>Biological/Cultural Resources</i>	2525 Warren Dr Rocklin, CA 95677	Jeremy Adams, Cultural Resources Manager/Senior Architectural Historian 916.782.9100 jadams@ecorpc consulting.com

Representative Projects

Tustin Legacy Specific Plan and EIR (Tustin, CA). Former Marine Corps Air Station (MCAS) Tustin, an area now known as Tustin Legacy, is one of the largest infill development opportunity sites in Orange County. PlaceWorks (formerly The Planning Center) completed the original MCAS Tustin Specific Plan in 1999 and an amendment in 2013. PlaceWorks also completed the supplemental environmental impact report (SEIR) for the specific plan amendment.

The amended Specific Plan provides quality development standards and guidelines that protect investment yet are flexible for changing market conditions. Updates to the plan focused on new zoning for key planning areas of the remaining 870 acres of vacant/underutilized land (630 acres were built out under the 1999 Plan). New design guidelines were included to provide guidance for the layout of blocks, site design, architectural character, outdoor spaces, landscaping, and views each of which address the relationship to development that has occurred since adoption of the original Plan.

Both the 1999 Plan and amendment required multi-jurisdictional collaboration, similar to what the team expects for the Fairview Developmental Center Specific Plan. Coordination included the U.S. Navy, City of Irvine (95 acres of the project), County of Orange (85-acre future regional park), utility providers, school district, as well as other education and social service providers and the community at large. The effort also required immense coordination with several developers including selection of Lennar as the initial Master Developer through a bidding process. During the amendment process PlaceWorks assisted the City in collaborating with the development team for FLIGHT at Tustin Legacy, ensuring the new designations would support the City's vision while allowing for the creative mixed-use campus that Lincoln Property Company envisioned. Tustin Legacy was also one of the first examples of integrated for-sale affordable housing in Orange County that was mixed throughout Lennar's project. PlaceWorks prepared a standalone Affordable Housing Plan that provided the direction for the distribution of affordable units.

Coordination and collaboration were challenging and required City leadership as well as a capable project manager. The PlaceWorks project team alongside the City of Costa Mesa will need to set expectations, adhere to a tight schedule, and hold partner agencies accountable for various degrees of involvement in the planning process just as they did for Tustin. One lesson learned from Tustin Legacy is that flexibility is key for withstanding market fluctuations. The 1999 Plan included a trip budget that allowed for conversion of residential and non-residential uses allowing for slight modifications to planning areas as long as the trips associated with the uses were maintained, while that carried the City for years eventually an amendment was needed to address design, public realm, and other site planning aspects to connect initial development to the remaining sites while preserving-and finally-implementing park and other public amenities.

Client Contact: Justina Willkom,
Planning Director, Community
Development | 714.573.3115

Dates of Work: 6/13 – 7/17

Project Cost: \$280,000



Southwest Village Specific Plan (San Diego, CA)

PlaceWorks prepared the Southwest Village Specific Plan to create a mixed use near a future transit stop in the southernmost portion of San Diego. This project represents one of nearly 100 master-planned communities that our team has completed, involving visioning, land planning and urban design, landscape architecture, grading, detailed site planning, and the preparation of a Specific Plan. Southwest Village sits within an open space envelope and is programmed as a stand-alone community with a full mix of residential and neighborhood commercial uses. It is designed to be walkable and connected to the larger Otay Mesa community by pedestrian trails, bus service and light-rail. The design framework includes a mixed-use village core that includes affordable housing, with lower densities along the edges that take advantage of off-site views. The Specific Plan allows up to 5,277 attached and detached homes, anchored by 175,000 sf of commercial retail uses and public facilities. The plan includes more than 40 acres of parks and trails. It is currently under development.

Client Contact: Jimmy Ayala,
Division President, TriPointe Homes
| 858.794.2579

Dates of Work: 5/17 – 6/20

Project Cost: \$900,000



San Bernardino Downtown Specific Plan (San Bernardino, CA)

The Downtown Specific Plan imagines and describes the steps to revitalize one of Southern California's larger downtowns. Covering 600 acres in the heart of San Bernardino, the plan will promote high-quality jobs, arts and culture venues, unique shops and businesses, pedestrian-friendly streets and paseos, historic preservation, and a range of housing opportunities.

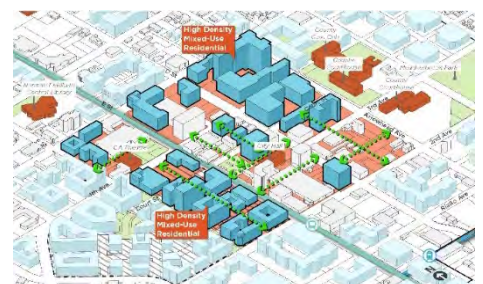
The center of the plan is the reconstruction of the dormant and city-owned Carousel Mall site into a vibrant, mixed-use anchor. PlaceWorks collaborates in regular workings sessions with the master developer of the mall site to create development standards that will apply equally to the mall and the rest of the downtown. In addition to these meetings, PlaceWorks set up an intensive program of in-person and online workshops, advisory committee meetings, pop-up events, and other forms of public outreach to inform plan creation. The interaction with the mall developer is an example of many where we interfaced between the development community and the jurisdictions to create a plan that is both visionary and feasible.

The Downtown Specific Plan will include a new zoning code for the downtown, with streetscape standards, allowable land uses, a form-based code, and a process for expedited project review. Development and design standards were tested for feasibility and provide an appropriate range of flexibility for development to occur over the next twenty years.

Client Contact: David Murray,
Principal Planner (now with the City
of Riverside) | 951.826.5773

Dates of Work: 9/20 – In Progress

Project Cost: \$500,000



Additional Project Examples (PlaceWorks + Subconsultants)

We've selected the following additional qualifications to showcase the broader range of relevant experience that our team members have and to include additional projects that have been or are being implemented

Project	Client Contact & Details	Description
PlaceWorks		
BEACH BOULEVARD CORRIDOR SPECIFIC PLAN AND EIR <i>City of Anaheim</i>	Sergio M. Ramirez, Director of Economic Development 714.765.4627 8/15 – 11/18; \$740,000	PlaceWorks led a focused, comprehensive effort to guide future development along a 1.5-mile stretch of Beach Boulevard between the cities of Buena Park and Stanton. The Beach Boulevard Specific Plan's modern development standards, economic and sustainable community development incentives, and capital improvements holistically address the future of Beach Boulevard and the heart of West Anaheim.
TEMECULA OBJECTIVE DESIGN STANDARDS <i>City of Temecula</i>	Matt Peters, Senior Planner 951.694.6408 8/20 – 1/22; \$60,000	These standards provide a clear set of requirements for new multifamily and mixed-use residential development in the City of Temecula and ensure that development maintains the area's unique character and the city's quality of design.
TENANT DISPLACEMENT SOLUTIONS <i>City of Long Beach</i>	Christopher Koontz, Planning Bureau Manager 562.570.6288 7/21 – 12/21; \$31,000	PlaceWorks planned, organized, and hosted a series of hybrid online/in-person meetings for the Housing and Neighborhood Services Bureau of the City of Long Beach to evaluate the "substantial remodel" section of the "Just Cause for Termination" ordinance in the municipal code.
SOUTHEAST LONG BEACH SPECIFIC PLAN AND EIR <i>City of Long Beach</i>	Christopher Koontz, Planning Bureau Manager 562.570.6288 10/13 – 9/17; \$1,618,000	The specific plan provides direction on urban and wetland interface, design guidelines, and new solutions for circulation issues. It was especially complex given the area's diverse mix of land uses. The project launched an extensive outreach effort that included forming a 22-member community advisory committee, an online community forum, and several public workshops at critical milestones.
CENTURY VILLAGES AT CABRILLO <i>Century Housing Corporation</i>	Brian D'Andrea, Senior Vice President 310.642.2059	PlaceWorks was retained by Century Housing Corporation to revisit an existing master plan and provide recommendations to maximize the development potential and functional

Project	Client Contact & Details	Description
	11/08 -9/09; \$73,000	capabilities of the underutilized areas in the village—essentially establishing a new vision for the next 10 years of development within the project area.
WESTMINSTER MALL SPECIFIC PLAN, EIR, AND IMPLEMENTATION STAFFING SUPPORT <i>City of Westminster</i>	Adolfo Ozaeta, Assistant City Manager 714.548.3178 3/18 – 12/22; \$733,000	The Specific Plan was an unparalleled opportunity to create a sense of place and elevate the city’s image and economic presence in the region. PlaceWorks helped the city facilitate conversations between seven property owners and long-term leaseholders to create a single master plan for the 100-acre site. Ultimately, the mall’s redevelopment is expected to result in a \$2 to \$3 billion investment in the community.
BREA MERCURY LANE RESIDENTIAL PROJECT EIR <i>City of Brea</i>	Jennifer Lilley, Community and Economic Development Director, City of Riverside (former City Planner, City of Brea) 951.826.5915 3/18 – 5/20; \$163,000	PlaceWorks assisted the City of Brea with environmental processing for the Mercury Lane Residential Project. The project would develop a 5-story, 68-foot-tall, 141,137-square-foot podium structure that would house 114 workforce housing units. PlaceWorks prepared an EIR and associated technical studies, including hazards (Phase I ESA), air quality/greenhouse gas emissions, and noise and vibration.
PARKWAY DRIVE MASTER PLAN <i>Fresno Housing Authority</i>	Dave Brenner, Real Estate Development 559.513.5797 5/22 – In Progress; 8,000	PlaceWorks’ is preparing an actionable plan that provides a design for future development of existing motel properties into permanent multifamily housing as well as neighborhood services.
CHAPMAN CORRIDOR REVITALIZATION PLAN <i>City of Placentia</i>	Joseph Lambert, Director of Development Services 714.993.8234 12/22 – In Progress; \$281,000	PlaceWorks will tailor development standards and design guidelines for Chapman Avenue and the immediate neighborhood. By implementing new mixed-use General Plan land use designations, the corridor will allow for an integrated land use pattern that encourages multimodal travel, walkability, mixed-use development, mid-density residential, public/private open space opportunities, and high-quality urban design that incentives redevelopment.

Project	Client Contact & Details	Description
DOWNTOWN SHORELINE VISION AND PLAN UPDATE <i>City of Long Beach</i>	Christopher Koontz, Director of Development Services 562.570.6288 10/22 – In Progress; \$2,306,000	PlaceWorks was recently selected by the City to manage the public visioning project and ultimately update and environmentally clear a new specific plan to replace the current Downtown Shoreline Planned Development District.
Fuscoe Engineering		
SANTA ANA GENERAL PLAN UPDATE AND EIR <i>City of Santa Ana (with PlaceWorks)</i>	Ali Pezeshkpour, Planning Manager 714.647.5882 9/19-11/22; \$76,000	The GPU included five focus areas where significant redevelopment would occur across several corridors. Fuscoe led the sewer and water evaluations and provided technical recommendations for how to account for the demands in the City’s Urban Water Management Plan (UWMP).
SOUTHEAST AREA SPECIFIC PLAN (SEASP) AND EIR <i>City of Long Beach (with PlaceWorks)</i>	Christopher Koontz, Director of Development Services 562.570.6555 6/14-11/21; \$85,000	Fuscoe provided infrastructure and sea level rise support for the Southeast Area Specific Plan and EIR including drainage, water, sewer, dry utilities, and sea level rise evaluations.
CITY OF ONTARIO GENERAL PLAN UPDATE AND EIR <i>City of Ontario (with PlaceWorks)</i>	Rudy Zeledon, Planning Department 562.570.6555 5/20-8/22; \$65,000	Fuscoe provided infrastructure support including evaluating utility systems for affordable housing overlays and coordinating with the water department on regional sewer upgrades to support the changing land uses.
Fehr & Peers		
SOUTH EAST AREA SPECIFIC PLAN <i>City of Long Beach (with PlaceWorks)</i>	Christopher Koontz, Director of Development Services 562.570.6288 8/13-8/17; \$175,000	Fehr & Peers worked to connect people in the SEASP area to nearby activity centers. Fehr & Peers work included application of their MXD+ and TDM+ tools, which assist in quantifying the total number of trips (including internalization of trips) associated with mixed-use development and reductions associated with Transportation Demand Management (TDM) programs.
BEACH BOULEVARD SPECIFIC PLAN <i>City of Anaheim (with PlaceWorks)</i>	Gustavo Gonzalez (formally with City of Anaheim), Planning Manager 951.703.4499	Fehr & Peers advised the plan on multimodal transportation opportunities and constraints on the Beach Blvd Corridor, facing difficulties with high traffic volumes and Caltrans. Fehr & Peers

Project	Client Contact & Details	Description
	8/15-11/18; \$90,000	also worked with the project team to identify potential policies and infrastructure to support the plan.
ETIWANDA HEIGHTS NEIGHBORHOOD AND CONSERVATION PLAN <i>City of Rancho Cucamonga</i>	Jason Welday, City Traffic Engineer 909-477-2740 ext 4011 jason.welday@cityofrc.us 6/15-4/19; \$200,000	Fehr & Peers investigated the capacity of regional freeway interchanges and arterials, and existing patterns of vehicular and active transportation modes within the neighborhoods surrounding the Project Area. Fehr & Peers was responsible for preparing a traffic impact study in support of an Environmental Impact Report prepared for the Project.

Gensler

TAZA NEW COMMUNITY <i>Calgary, CN</i>	Bryce Starlight , Vice President, 403.829.9112 6/22-12/22; \$500,000	Gensler led a team in the creation of a development plan and strategy for the Taza Development in Calgary, CN. Built on first nation land, the project intends to improve the ecology of the area while becoming a hub for innovation and growth. The plan was approved in early 2023.
CONFIDENTIAL AEROSPACE CONTRACTOR <i>Southern California</i>	Douglas Peters , Project Manager 213.243.8794 6/22-12/22; \$500,000	Gensler led a team in the development of a project rebranding, urban design, and strategic growth vision for two campuses in southern California, as a way to improve employee retention, improve resilience, and attract new talent. The plan was approved and is moving toward implementation in the next 5 years
SUNRISE TOMORROW <i>City of Citrus Heights</i>	Casey Kempinaar , Community Development Director 916.727.4740 8/15-11/18; \$1,000,000	Gensler led a team in the development of a specific plan to reimagine the heart of Citrus Heights and transform the Sunrise Mall property in ta premiere regional destination and flourishing center of community life.

Developers Research

SILVERWOOD <i>DMB</i>	John Ohanian, General Manager 714. 785.2381 12/16 – 4/23; \$80,000	Developers Research worked with the Silverwood development team to prepare cost estimates at every stage of planning and design. We analyzed local and regional infrastructure needs to maintain up-to-date estimates aiding in planning decisions.
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Project	Client Contact & Details	Description
SYCAMORE CREEK <i>Foremost Communities</i>	Steve Cameron, President 949.748.6714 2/02-4/22; \$300,000	DR provided several iterations of cost estimates, grading, and impact fee analyses for the buyer of the property through all stages of planning and design. After a successful purchase of the property DR has continued to collaborate with the owners throughout the development process as plans are updated from tract map to improvement plans and the ongoing site development.
NEEDHAM RANCH <i>Trammel Crow</i>	John Balestra , Senior Vice President 310. 489.1986 9/17-4/23; \$500,000	Developers Research worked closely with the Trammel Crow development team from the acquisition through the build out of 176 acres of land for the development of The Center at Needham Ranch, a state-of-the-art business park in the City of Santa Clarita, CA.
ECORP		
ON-CALL ENVIRONMENTAL SERVICES <i>City of Costa Mesa</i>	Jennifer Le, Assistant Director of Development Services 714.754.5617 2/17-2/22; \$120,575	ECORP is currently providing on-call environmental support services to the City for land use development and entitlement projects. Tasks include the preparation of CEQA documents and review of applications for completeness, among other items.
GANAHL LUMBER RELOCATION PROJECT IS/MND AND ENTITLEMENT SUPPORT <i>Ganahl Lumber Company</i>	Patrick Ganahl 714.772.5444 5/15-12/14; \$31,008	ECORP assisted Onyx Architects and Ganahl Lumber with refining the project description, entitlement support, reviewing and preparing environmental reports to accompany the Conditional Use Permit (CUP), preparing the CEQA IS/MND, biological and cultural resources studies, and assisting with the environmental portions of the CUP process after the application was submitted.
BRISTOL STREET MEDIAN IMPROVEMENT PROJECT <i>AndersonPenna Partners, Inc.</i>	Pritam Deshmukh, Project Manager/Associate Engineer 714.754.5183 10/14-3/15; \$10,200	ECORP prepared environmental documentation for the installation of raised medians and landscaping on Bristol Street between Baker Street and the Newport Boulevard southbound frontage road.

4. KEY PERSONNEL

Our team is high qualified to assist the City in preparation of the Fairview Development Center Specific Plan and EIR. Below we have provided a brief qualifications summary for each key team member. Full resumes are available upon request. All members of PlaceWorks team have sufficient staff resources and the capability to perform the work required for the project as described within the scope of work.

Qualifications Summary

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
PlaceWorks		
<p>KAREN GULLEY Managing Principal, Design <i>Principal in Charge</i></p> <p>kgulley@placeworks.com (714) 966 – 9220 ext. 2347</p>	<ul style="list-style-type: none"> ▪ BA, Economics, UC Santa Cruz ▪ Masters Program, Urban & Regional Planning, Cal Poly Pomona ▪ IAP2 Training 	<p>With over 30 years of experience with all facets of community planning and design for private- and public-sector clients, Karen Gulley is expert in Specific Plans, urban design, managing large-scale complicated projects, intergovernmental coordination, and in developing tailored solutions to multifaceted challenges. Karen’s recent work includes the Downtown San Bernardino Specific Plan, Beach Boulevard Corridor Specific Plan in Anaheim and the El Camino Plan for the El Camino Real Corridor in the City of Atascadero.</p>
<p>SUZANNE SCHWAB, AICP Associate Principal <i>Project Manager</i></p> <p>sschwab@placeworks.com (714) 966 – 9220 ext. 2323</p>	<ul style="list-style-type: none"> ▪ Master of Urban and Regional Planning, University of California, Irvine ▪ BS, Marketing and International Studies, Indiana University, Bloomington 	<p>Suzanne has a diverse planning background— from conceptual planning to development standards and design guidelines incorporated in specific plans, general plans, comprehensive plans, and campus master plans. These projects cover a variety of planning efforts, including health districts, master planned communities, vibrant corridors, and military base reuse. Suzanne’s corridor work includes the Chapman Corridor Revitalization Plan, Beach Boulevard Specific Plan, and Long Beach Boulevard (Midtown) Specific Plan.</p>
<p>MOLLY MENDOZA, AICP <i>Assistant Project Manager, Public Outreach Coordinator</i></p> <p>mmendoza@placeworks.com (714) 966 – 9220 ext. 2358</p>	<ul style="list-style-type: none"> ▪ Master of Urban and Regional Planning, University of California, Irvine ▪ BA, History and Minor Anthropology, California State University, Long Beach 	<p>Molly is a highly skilled associate who is experienced in managing comprehensive planning projects, such as general plan housing and safety elements and specific plans for the public and private sectors. She is skilled in data research and analysis as well as developing community outreach plans and engaging communities and other stakeholders. Molly’s focus at PlaceWorks is development of design and implementation guidelines for comprehensive and specific plans.</p>

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
<p>STEVE GUNNELLS <i>Chief Economist</i></p> <p>sgunnells@placeworks.com (714) 966 – 9220 ext. 2374</p>	<ul style="list-style-type: none"> ▪ MSc, Development Management, London School of Economics ▪ Master of Urban and Environmental Planning, University of Virginia ▪ BA, Urban Planning, Virginia Tech 	<p>Steve helps his clients leverage market forces to achieve their goals, and he uses his grasp of economics and real estate markets not only to overcome existing challenges but to help communities create visionary plans that capitalize on the possibilities. Steve works with communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects—and with developers to guide project decision-making and approvals.</p>
<p>NICOLE VERMILION Principal, Air Quality/Energy/GHG/Noise Services <i>AG/GHG Tech Lead</i></p> <p>nvermilion@placeworks.com (714) 966 – 9220 ext. 2344</p>	<ul style="list-style-type: none"> ▪ Master of Urban & Regional Planning, University of California, Irvine ▪ BS, Ecology & Evolutionary Biology, University of California, Santa Cruz ▪ BA, Environmental Studies, University of California, Santa Cruz 	<p>Nicole oversees project staffing and timing for the air quality, greenhouse gas (GHG), and noise technical team’s impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She has performed numerous GHG emissions inventories for individual projects as well as citywide emissions inventories for general plans.</p>
<p>ALAN LOOMIS, AICP Principal <i>Urban Design Advisor</i></p> <p>aloomis@placeworks.com (213) 623 – 1443 ext. 2101</p>	<ul style="list-style-type: none"> ▪ MA, Architecture, Southern California Institute of Architecture ▪ BA, Religious Studies / Theology, University of Detroit, Mercy 	<p>Alan is an award-winning urban designer, planner and educator. As Principal of Urban Design in PlaceWorks’ downtown LA office, Alan is responsible for leading our regional urban design practice while playing a role in projects throughout California. A fifteen-year veteran of City Hall, Alan has directed a wide range of urban design-based policy projects leading multi-disciplinary teams through an equally wide range of public outreach programs.</p>
<p>RANDAL W. JACKSON, ASLA President <i>Land Use Planning Advisor</i></p> <p>rjackson@placeworks.com (714) 966 – 9220 ext. 2312</p>	<ul style="list-style-type: none"> ▪ Bachelor of Landscape Architecture, Utah State University 	<p>Throughout his more than 50 years of experience in planning and design, Randy Jackson has conceived and developed unique land use and design concepts for award-winning communities. He continues to focus his expertise on healthy communities built around and integrating transportation, transit, open space, and park and recreation systems. He oversees projects throughout California, across the United States, and abroad.</p>

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
IAN ADAM, MESM, CPSWQ, QSD/P Vice President, Specialty Practices <i>PIC, Stormwater Management</i>	<ul style="list-style-type: none"> ▪ Master of Environmental Science & Management, UC Santa Barbara ▪ BS, Science – Ecology & Systematic Biology, Cal Poly San Luis Obispo 	Ian's specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. He has worked on over 60 General Plan Updates and Specific Plans throughout California to assist municipalities and developers with infrastructure assessments, zoning approvals, EIR technical support and long-term capital improvement planning.
Fehr & Peers Transportation Consultants		
JASON D. PACK, T.E. Principal <i>Principal-in-Charge</i>	<ul style="list-style-type: none"> ▪ BS, Civil Engineering, University of California, Davis, 1999 	Jason is a principal owner at Fehr & Peers with over 20 years of experience in transportation planning and engineering. Jason is a statewide expert in parking, travel demand forecasting, VMT, and transportation impact analysis.
Gensler		
NATE CHERRY, FAIA, AICP, LEED AP BD+C Senior Associate <i>Regional Design Director, Cities Studio</i>	<ul style="list-style-type: none"> ▪ Harvard University, Master of Urban Design, Cambridge, MA ▪ Tulane University Master of Architecture, New Orleans, LA 	Nate is a director of urban planning at Gensler with over 25 years of experience in downtowns, transit, airports, sports, universities, research, and urban resilience in communities throughout the U.S., Mexico, and Canada. He leads a team that has been recognized with more than 100 national and state planning and design awards.
Developers Research		
PETER WALES Vice President <i>Development Cost Estimating</i>	<ul style="list-style-type: none"> ▪ Bachelor of Architecture, Woodbury University, CA 	Peter joined Developers Research in 2003 and is an excellent resource for both clients and company employees, consistently being commended for his accuracy and attention to detail. Peter specializes in the more complex and larger projects contracted by the company.
ECORP Consulting		
JEREMY ADAMS Cultural Resources Manager <i>ECORP Project Manager/Cultural Resources Task Manager</i>	<ul style="list-style-type: none"> ▪ M.A., History (Public History), California State University, Sacramento ▪ B.A., History, California State University, Chico 	Mr. Adams is a Cultural Resources Manager and Senior Architectural Historian with 12 years of experience in developing cultural resources management strategies and leading the implementation of cultural inventories, evaluations, effects analysis, and preparation of mitigation documents. He meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History.





Appendix A: Financial Capacity



FINANCIAL CAPACITY

PlaceWorks is financially stable and has sufficient capacity, staff, and resources to successfully complete the project on-time and on-budget. PlaceWorks has never filed bankruptcy and is in good financial standing.

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Appendix B: Disclosure



DISCLOSURE

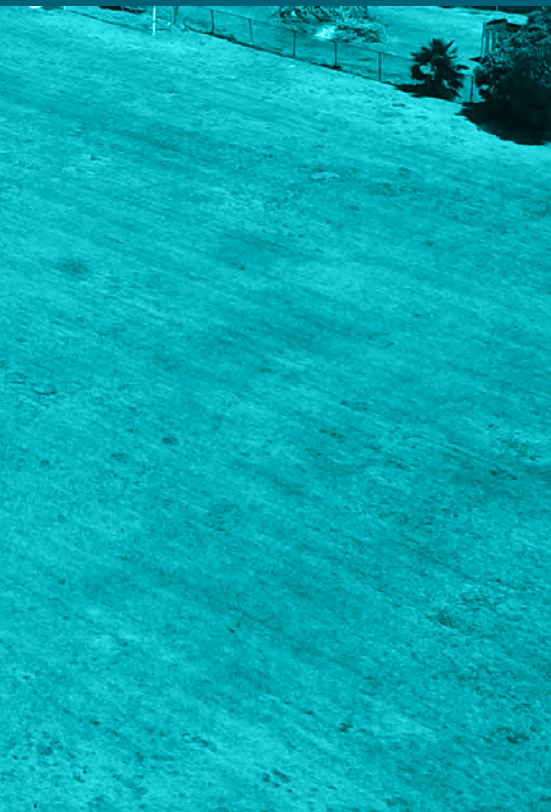
PlaceWorks has no financial, business or other relationship with the City of Costa Mesa, landowners or developers that may have an impact upon the outcome of this project. We have no current clients who may have a financial interest in the outcome of this contract.

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Appendix C: Professional Service Agreement



SAMPLE PROFESSIONAL SERVICE AGREEMENT

Our proposed agreement changes are shown below (additions in red, underlined):

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

6.13. 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 once payment has been received by Consultant. 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.

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Appendix D: Forms





**VENDOR APPLICATION FORM
FOR**

RFP No. 23-21 for the Fairview Developmental Center Specific Plan

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: PlaceWorks

Contact Person for Agreement: Karen Gulley

Title: Managing Principal, Design E-Mail Address: kgulley@placeworks.com

Business Telephone: 714.966.9220 ext. 2347 Business Fax: N/A

Corporate Mailing Address: 3 MacArthur Place, Suite 1100

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

Contact Person for Proposals: Henry Bultman

Title: Marketing Manager E-Mail Address: hbultman@placeworks.com

Business Telephone: 510.848.3815 ext. 3350 Business Fax: N/A

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Brian Judd	Chief Operating Officer, VP	714.966.9220 ext. 2330
Charlie Knox	Principal	510.848.3815 ext. 3310
Dwayne Mears	Principal, Schools	714.966.9220 ext. 2316
Joanna Jansen	Managing Principal, Planning	510.848.3815 ext. 3318
Karen Gulley	Managing Principal, Design	714.966.9220 ext. 2347
Keith McCann	CEO/CFO, Board Chairman	714.966.9220 ext. 2367
Mark Teague	Managing Principal, Environmental	916.245.7500 ext. 2730
Randy Jackson	President (Ex-officio Board Member)	714.966.9220 ext. 2312
Federal Tax Identification Number:	95.2975827	

City of Costa Mesa Business License Number: N/A

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

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

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 **RFP No. 23-21 for the Fairview Developmental Center Specific Plan** at any time after **June 13, 2023**.



Date: 7/7/23

Signature

Karen Gulley

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 13, 2023** with a City Councilmember concerning **RFP No. 23-21 for the Fairview Developmental Center Specific Plan**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

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."

None

COMPANY PROFILE & REFERENCES

Company Legal Name: PlaceWorks

Company Legal Status (corporation, partnership, sole proprietor etc.): S Corporation

Active licenses issued by the California State Contractor's License Board:

Business Address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Website Address: www.placeworks.com

Telephone Number: 714.966.9220 ext. 2347

Facsimile Number: 714.390.4956

Email Address: kgulley@placeworks.com

Length of time the firm has been in business: 48 years

Length of time at current location: 13 years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 95.2975827

Regular Business Hours: 8:00am-5:00pm, Monday-Friday

Regular holidays and hours when business is closed: Holidays: New Year's Day, MLK Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day. Closed Hours: all day, Saturday and Sunday

Contact person in reference to this solicitation: Henry Bultman

Telephone Number: 510.848.3815 ext. 3350

Facsimile Number: 415.572.6995

Email Address: hbultman@placeworks.com

Contact person for accounts payable: Kara Kosel

Telephone Number: 714.966.9220 ext. 2338

Facsimile Number: 949.322.5683

Email Address: kkosel@placeworks.com

Name of Project Manager: Karen Gulley

Telephone Number: 714.966.9220 ext. 2347

Facsimile Number: 714.390.4956

Email Address: kgulley@placeworks.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed.

Company Name: City of Tustin

Contact Name: Justina Willkom, Planning Director, Community Development

Contract Amount: \$280,000

Email: jwillkom@tustinca.org **Telephone Number:** 714.573.3115

Address: 300 Centennial Way, Tustin, CA 92780

Brief Contract Description:

PlaceWorks completed the Marine Corps Air Station (MCAS) Tustin Specific Plan in 1999 and an amendment in 2013, as well as a supplemental EIR for the specific plan amendment. The amended Specific Plan focuses on new zoning for key planning areas and creates new design guidelines to address the development that has occurred since the adoption of the original Plan.

Company Name: City of San Diego

Telephone Number: 858.794.2579

Contact Name: Jimmy Ayala, Division President, TriPointe Homes

Contract Amount: \$900,000

Email: jimmy.ayala@PardeeHomes.com

Address: 202 C Street, San Diego, CA 92101

Brief Contract Description:

PlaceWorks prepared the Southwest Village Specific Plan to create a mixed-use near a future transit stop in the southernmost portion of San Diego.

Company Name: City of San Bernardino

Telephone Number: 909.384.7272 x3330

Contact Name: David Murray, Principal Planner (now with the City of Riverside)

Contract Amount: \$500,000

Email: dmurray@riversideca.gov

Address: 290 North D Street, San Bernardino, CA 92401

Brief Contract Description:

PlaceWorks is currently completing the San Bernardino Downtown Specific Plan for the City of San Bernardino. The center of the plan is the reconstruction of the dormant and city-owned Carousel Mall site into a vibrant, mixed-use anchor. Additionally, the Downtown Specific Plan will include a new zoning code for downtown, with streetscape standards, allowable land uses, a form-based code, and a process for expedited project review.

Company Name:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PlaceWorks
Bidder/Applicant/Proposer

7/7/23
Date





3 MacArthur Place, Suite 1100
Santa Ana, California 92707
t 714.966.9220

www.placeworks.com

ORANGE COUNTY • BAY AREA • SACRAMENTO • CENTRAL COAST • LOS ANGELES • INLAND EMPIRE

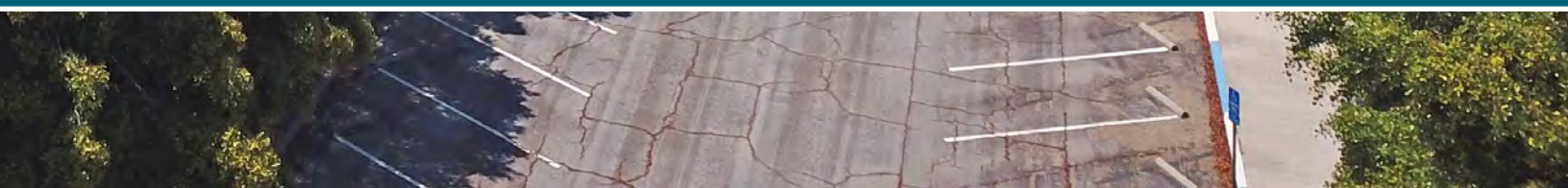


EXHIBIT C
COST PROPOSAL





PlaceWorks' Cost Proposal



COST PROPOSAL

The estimated cost to complete the scope of work described in this proposal is \$2,236,253 (which includes a 10% contingency).

We are flexible regarding project costs and associated scope and hope that you will not eliminate us from consideration on the basis of cost alone.

The billing rates for each team member are included in the cost table.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Assumptions

Our scope includes assumptions related to the City's role. Below are additional assumptions related to the cost estimate:

- Our cost estimate includes the bi-weekly meetings as shown in Task 1, which will be led by the Project Manager and attended by other team members on an as-needed basis. There is also time in Task 1 associated with meeting preparation and summaries. We anticipate additional meetings with the state and city that may or may not occur during our bi-weekly meetings.
- Outreach meetings will be attended by our Principal-in-Charge, Project Manager, and supporting staff based on the contents and type of engagement planned.
- All deliverables will be submitted to Costa Mesa in electronic (PDF) format, except for printed copies where assumed in the tasks.
- The level of effort for each task is generally related to the number of hours for each task listed in the budget spreadsheet. PlaceWorks may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All deliverables will include a draft and then a final version, unless a different number of deliverables is stated in the scope of work.
- City comments on the Administrative Draft EIR are provided electronically in one consolidated set of comments, and will not require new analysis or technical studies.
- City comments on the Screencheck Draft EIR will be focused on typographical errors, formatting, and other minor edits only.
- The RFP did not mention the Findings of Fact and Overriding Considerations that are essential to certification of an EIR. We included preparation of Findings in our scope and budget, and can easily remove them from the task if the City will prepare them.

- PlaceWorks will inform the City if a request is out of scope. No work on the request will commence until the City has approved the scope change and budget.

Optional Tasks

This proposal includes the following optional tasks. Costs for these tasks are not included in the cost table:

Task	Cost
Community Site Tour	\$10,000
Detailed Alternatives Analysis for Traffic/VMT	
<ul style="list-style-type: none"> VMT Forecasts 	\$17,830
<ul style="list-style-type: none"> Traffic Operations Analysis & Improvements 	\$39,160
<ul style="list-style-type: none"> Parking Forecasts 	\$3,880
<ul style="list-style-type: none"> Multimodal Transportation Analysis 	\$5,380
<ul style="list-style-type: none"> EIR Transportation Metrics 	\$9,415
Tree Survey	\$15,000
Arborist Assessment Report	\$7,750

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.