

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of October, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DUDEK, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform and develop a comprehensive climate action and adaptation plan (CAAP), 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 fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Four Hundred Eighteen Thousand Six Hundred Twenty-Five Dollars (\$418,625.00).

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

Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Section 3 of Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (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 Three (3) years, ending on October 14, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] 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 A.M. Best's 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:

Dudek
605 Third Street
Encinitas, CA 92024
Tel: (949) 373-8333
Attn: Jennifer Reed

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-754-5609
Attn: Anna McGill

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. If 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. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness, or willful misconduct.

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 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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 7921.000, formerly 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 7924.510, formerly 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

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

6.26. 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.

6.27. 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.

6.28. 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.

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

City Manager
Lori Ann Farrell Harrison

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:

Anna McGill
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Cecilia Gallardo-Daly
Assistant City Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**CLIMATE ACTION & ADAPTATION PLAN (CAAP)
RFP NO. 24-01**



**City Manager Office
CITY OF COSTA MESA**

**Released on
August 23, 2023**

REQUEST FOR PROPOSAL FOR CLIMATE ACTION & ADAPTATION PLAN (CAAP)

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to provide consulting services for the development and approval of the City’s first Climate Action & Adaptation Plan (CAAP). The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, Appendix B terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The 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 \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

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

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2,

Inquires, will provide all official communication concerning this 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 considered 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 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 Proposal shall be governed by the following schedule:

Release of RFP	August 23, 2023
Deadline for Written Questions	August 29, 2023 at 11:00 a.m.
Responses to Questions Posted	September 5, 2023
Proposals are Due	September 27, 2023 at 3:00 p.m.
Approval of Contract	November 7, 2023
Project work period	November 2023 – July 2025

****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 consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.
- b. Projects considered similar in scope include other planning documents for other municipalities and agencies with a preference given to other Climate Action and Adaptation Plans.
- c. Demonstrate ability to analyze existing information, understand key drivers, opportunities, and challenges in CAAP development and propose tailored and innovative decarbonization pathways for municipalities based on their unique conditions.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 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 offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency 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.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this 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" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

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

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

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the pass three years 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 the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project 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:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 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.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **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 September 27, 2023**. Proposals will not be accepted after this deadline. 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 **August 29, 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 to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on 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 source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Qualification of the firm --- 30%**
2. **Project Understanding and Approach --- 30%**
3. **Qualifications of Project Team and Experience of Key Personnel --- 20%**
4. **Value and Cost Efficiency of the plan --- 10%**
5. **Flexibility, Creativity and Innovation --- 7%**
6. **Inclusion of local CBOs/ small businesses --- 3%**

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 to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of October 16th** 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 organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

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

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

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

- Preparing Proposal in response to this 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

Background

The City of Costa Mesa (“City”), through its Energy and Sustainability Division in the City Manager’s Office, is seeking a qualified Consultant Team (Consultant) to provide consulting services for the development and approval of the City’s first Climate Action & Adaptation Plan (CAAP). The CAAP will serve as a comprehensive strategy for addressing climate change in Costa Mesa and will serve as the roadmap for the City to equitably achieve carbon neutrality.

The goal of the CAAP is to assess the impact of climate change in Costa Mesa and identify the highest priority and most feasible solutions to put the City on track to meet the State of California’s goal of carbon neutrality by 2045. The CAAP must provide an inventory of greenhouse gas (GHG) emissions; clear GHG emission reduction targets; goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals; vulnerability assessment to understand climate-related impacts; climate adaptation and resilience strategies; and means of reporting and monitoring the effectiveness of the plan.

Introduction

The City of Costa Mesa is committed to environmental stewardship, community well-being and economic prosperity, and has been recognized as LEED Gold City by the U.S. Green Building Council (USGBC). In 2021, the City Council added a new goal to “Advance Environmental Sustainability and Climate Resiliency”, and the development of the CAAP was identified as a priority project.

The Energy and Sustainability Division is responsible for developing and implementing citywide programs and initiatives that reduce Costa Mesa’s carbon footprint, increase resource efficiency, minimize waste generation, promote public health and enhance the natural and built environment. The sustainability team works with several City departments, community-based organizations, regional and state agencies, and the business community to build a stronger, more sustainable, and equitable City. Details on several sustainability projects and focus areas can be found at the City’s [sustainability website](#) and [2020 Annual Sustainability Report](#).

Through this CAAP, Costa Mesa seeks to:

- Develop a pathway to deliver an emissions neutral City by 2045 to meet the State’s goal, and set out methodologies for prioritizing SMART (Specific, Measurable, Actionable, Realistic and Timely) goals and transformational actions,
- Effectively engage Costa Mesa residents in the CAAP development communicate the climate challenges, identify opportunities, and outline social, environmental, and economic benefits expected from implementing the plan, including designing inclusive climate actions with a fair and equitable distribution of benefits,
- Demonstrate how Costa Mesa will adapt and improve its resilience to climate change that impacts the City now and respond to future climate change scenarios,

- Establish a set of cohesive climate action and adaptation strategies, implementation measures, and metrics for measuring progress and success across the City,
- Identify synergies between mitigation and adaptation strategies to leverage City resources and budgets, and
- Detail the City's governance, powers, and capacity, as well as identify the partners who need to be engaged to accelerate the delivery of the City's mitigation targets and resilience goals.

The CAAP will use and build on existing City studies/plans including, but not limited to, the General Plan, Zoning Code, Municipal Code, Urban and Specific plan, Local Hazard Mitigation Plan, Active Transportation Plan and Open Space Master Plan. The CAAP development process will engage a diverse group of stakeholders including internal and external advisory groups, City departments, City Commissions and Committees, Costa Mesa residents, non-profits, businesses, higher education institutions, local and State agencies and regional partners.

Throughout the CAAP process, there should be comprehensive public engagement through meetings, website and social media. It is also a City priority to integrate equity and inclusion throughout the CAAP to ensure the mitigation and adaptation measures provide equitable benefits and do not cause any unintended consequences to vulnerable communities in Costa Mesa as identified in the City's Housing Element. The CAAP must address climate adaptation strategies in accordance with SB 379, resilience measures, risks, and vulnerabilities. It should also identify timeline of steps, costs, and potential funding mechanisms for implementation of priority solutions. The final document should be easy to understand, reader friendly, and contain graphic summaries that can easily be translated to a variety of media for different audiences.

Plan Content and Structure

The City of Costa Mesa seeks to develop a comprehensive CAAP that envisions an equitable and sustainable future through a bold, innovative, and inclusive vision enabling the successful achievement of carbon emission reductions. It should include shorter ambitious, science-based targets for 2030 and a net zero emissions target by 2045, and provide a framework to track and monitor the progress of strategic measures.

The consultant will review City goals and policies, applicable State/Federal legislations, research best practices, conduct baseline assessment and GHG inventory, and recommend progressive yet achievable climate strategies.

Stakeholder engagement and early input is of the highest priority for this effort. Understanding that many of the communities that are most vulnerable to the consequences of climate change are also less likely to participate in traditional civic outreach and input programs, the consultant will design and implement an effective outreach component to reach consensus and obtain widespread support from a broad range of stakeholders.

The CAAP should:

- Comply with AB 32, SB 375, AB1279, the California Air Resources Board (CARB) statewide scoping plan, current executive orders, and other relevant laws and regulations,
- Develop a current GHG Inventory based on latest available data to measure the City's progress in reducing GHG emissions,
- Incorporate science-based targets, identify innovative strategies and nature-based solutions whenever applicable for mitigation and adaptation that align with State climate goals and objectives,
- Outline the current climate challenges in Costa's communities, and the opportunities for climate and greenhouse gas reduction goals,
- Serve as a mechanism to tie together the City's existing and upcoming sustainability initiatives, strategies and plans with the community's goals,
- Establish a set of cohesive sustainability strategies, implementation plans and metrics for measuring progress that align with regional and state initiatives,
- Build a shared commitment and buy-in to emissions reduction and adaptation measures across City departments, the public, educational institutions, and the business community,
- Provide an accurate, easy to update (automated), publicly accessible, and engaging system for tracking progress implementing the CAAP,
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefits,
- Review the current City sustainable and other land use goals and policies for consistency with CAAP, and provide list of goals, codes & policies that need update in the future,
- Address resilience within the CAAP in accordance with SB-379, to be used in the updating of the general plan safety element,
- Prepare a CEQA qualified CAAP that may be used for future tiering and project streamlining.

Task 1: Project Management and Work Plan

Establish a detailed work plan and schedule for the project. The work plan may include, but is not limited to, a timeline to establish project milestones, resources, scheduled meetings, and assumptions. The consultant will meet with City staff to discuss project goals and objectives, confirm the final project schedule, and identify existing documents, data, policies, and initiatives relevant to the CAAP. A major component of this plan is to identify key stakeholders and develop a plan on how to engage them effectively throughout the CAAP development phase.

Deliverables:

1. Meeting agenda and minutes
2. Detailed work plan that includes adjusted project timeline/ schedule, final list of existing documents/data to review, and list of key stakeholders for the CAAP.

Meetings:

- Project kick-off meeting

Task 2 – Data Collection, Existing Policies Review and Best Practices Research

The consultant will conduct extensive research and collect relevant data in a number of areas to inform subsequent phases of the work. These areas include:

1. Research best practices and similar documents from cities of similar size, scale, and physical context as Costa Mesa, including successful climate action plans, effective mitigation, adaptation and resilience measures, financing mechanisms and funding programs to support implementation, best community outreach techniques and other resources and tools as appropriate.
2. Review existing City General Plan, codes, policies, programs, development standards, recent City Council commitments to advance environmental sustainability and climate resiliency.
3. Review of State's guidelines and recommendations for CEQA qualified local climate action planning (such as CARB's 2022 Scoping Plan Appendix D – Local Actions) and identify best practices on how integrate climate strategies to other City's plan including but not limited to the City's General Plan, Land Use Plan, Economic Development Plan, and development and CIP projects.
4. Provide an expedited comparison of existing GHG inventory protocols and tools that identify the scopes and the emission sources covered in each and investigates the availability of data needed to be undertaken.

Deliverables:

1. Meeting Minutes
2. Memo summarizing best practice research and climate action framework analysis, findings from existing program and policy review, and a recommended protocol to use for the GHG inventory. The memo should also include key issues, opportunities and trends identified in climate action and adaptation planning that are applicable to Costa Mesa.
3. Comparison table of land use goals, policies, codes etc. (in excel) in need of being updated to meet the State's GHG reduction goals.

Meetings:

- Meeting with City staff to discuss findings from Task 2.

Task 3: Stakeholder Engagement and Community Outreach Strategy

The consultant is responsible for leading stakeholder meetings, outreach, and engagement. This task will begin early and will be ongoing until project completion. The consultant will develop a stakeholder engagement plan to meet the project goals.

The consultant will facilitate a stakeholder engagement process to gain input from City representatives, key stakeholders and community members through a series of meetings and an online survey. The process must be data driven, creative, collaborative, flexible, and inclusive. Significant care and attention should be given to the format and outcome of this task to foster stakeholder buy-in, Disadvantaged Communities (DAC) and youth engagement and consensus building. Staff will identify

members for two stakeholder groups that will regularly meet to provide input through the CAAP development process.

- *Sustainability Working Group (Internal)*: The purpose of this group will be to provide feedback on current operational procedures influencing the City's GHG emissions reduction, the potential areas for improvement as well as new opportunities to shape and implement climate policy and projects with their roles. Information from this group will also help set the stage for outreach with the External Stakeholder Working Group and the public at-large. The group will include representatives from different City Departments including City Manager's Office, Public Works, Economic and Development Services, Parks and Community Services, Public Safety (Fire and Police), and others as appropriate.
- *External Stakeholder Working Group*: The purpose of this group will be to engage the local community and collect input on topics relevant to the CAAP. At minimum, this group will include representatives from local utilities, regional agencies, higher education institutions, youth environmental/advocacy groups, local Community Based Organizations (CBO), residents and businesses. Topics should include, but are not limited to:
 - Assessing the group's knowledge of and current understanding and attitude toward climate change.
 - Informing the group of potential options for climate mitigation and adaptation in Costa Mesa, and gathering their input and feedback.
 - Collecting information on the best methods of communicating the CAAP and its benefits to the community.
 - Presenting options on potential actions by the community to assist with CAAP implementation and promote behavior change.

In addition to these series of meetings, the consultant will work with City staff to raise awareness and solicit input on the CAAP through a variety of at-large community outreach efforts such as surveys, pop-ups, information sessions, project webpage updates, social media campaigns, neighborhood meetings, coordination with other City projects and events, etc. These efforts should consider ways to gather input from traditionally under-represented groups and vulnerable communities in Costa Mesa. To ensure meaningful engagement at the community and public events, the community outreach strategy should include language accessibility.

Deliverables:

1. PowerPoint presentations, agendas, meeting minutes for each Working Group Meeting.
2. Community Outreach Strategy, outlining key milestones throughout the project for input and feedback from all key stakeholders identified and the community at-large.

Meetings:

- Up to five (5) Sustainability Working Group meetings.
- Up to five (5) External Stakeholder Working Group meetings.
- Up to three (3) public engagements as identified in Community Outreach Strategy.

- Additional Planning Commission, Parks and Community Services Commission and City Council meetings as identified.

Task 4: Greenhouse Gas Emissions Inventory

The consultant will conduct a baseline GHG inventory, which will include both the community emissions, as well as the emissions of the municipal government operations. The consultant will develop a geographic distribution of emissions and emissions metrics across different areas in the City in order to understand GHG contributions in various areas.

Deliverables:

1. GHG baseline for the chosen year.
2. Historic GHG Trends Analysis in Gross and Per Capita, by Household, by Sector, and by Geographic Area.

Meetings:

- Meeting with City staff to discuss findings from Task 4.
- Attendance at Sustainability Working Group meeting(s) to present findings.

Task 5: Future Emissions Scenarios and GHG Reduction Wedge Analysis

The consultant will develop a business-as-usual emissions scenario that assesses community emissions and emissions from municipal government operations through 2045. This process will be based on land use projections provided by the City and the City's existing measures, plans, programs, and policies considered in Task 2. It should be consistent with policy measures, and actions taken at the federal and state level and be prepared using Statewide Energy Efficiency Collaborative (SEEC) ClearPath California. The wedge analysis should include different emission sources (wedges) such as stationary energy, grid energy, transportation and land use, water and wastewater, waste, urban natural resources (e.g. Tree canopy, vegetative space, etc.), as well as into the different emissions scopes (scopes 1, 2, and possibly 3) as defined by the selected GHG protocol. The consultant should evaluate several future emissions scenarios as applicable to assist the City in selecting the appropriate GHG reduction target. GHG emissions will be broken down to the highest level of granularity possible given the available data.

Deliverables:

1. Up to four (4) GHG Emissions Scenarios and Wedge Analysis:
 - a. Business as Usual
 - b. Carbon Neutrality by 2045 (California Executive Order B-55 18)
 - c. Two Additional Scenarios as determined
2. Materials for public meetings such as presentation slide deck and edits to staff reports.

Meetings:

- Meeting with City staff to discuss findings from Tasks 3 and 4.
- Attendance at Sustainability Working Group meeting(s) to present findings.

Task 6: GHG Emission Reduction Measures

Based on research and feedback from previous tasks, the consultant will identify a range of measures for mitigating both community and municipal emissions through 2045. These measures will integrate relevant existing City plans, programs, and policies, successful best practices research from other cities performed in Task 2, potential mitigation opportunities identified by the City's recent Strategic Energy Plan effort, and stakeholder feedback. The consultant will evaluate the potential future impact of each measure on reducing GHG emissions, including the associated fiscal benefits, financial costs, and return on investment (ROI). The consultant will also identify any potential co-benefits such as the impact on air quality, water quality, public health, economic development, employment opportunities/green jobs, disaster risk reduction, workforce development, reduced urban heat island, etc. The cost of not implementing these measures should also be calculated based on the business-as-usual scenario.

Deliverables:

1. Sector-based Mitigation Measures for Community and Municipal Operations.
2. Analysis of financial costs of mitigation measures and fiscal benefit of mitigation measures, including cost avoidance.
3. Identification of co-benefits of mitigation measures.
4. City Map (or GIS layer) with locations for proposed mitigation measures
5. Summary Memo Task 1-6

Meetings:

- Meeting with City staff to discuss findings from Task 6.
- Attendance at Sustainability Working Groups meeting(s) to present findings.

Task 7: Vulnerability Assessment and Adaptation Measures

Not all communities face the same impacts from climate change. The adaptation process aims to identify measures for preparing the community for the unavoidable impacts of climate change through 2045. The consultant will provide a vulnerability assessment of the risks that Costa Mesa is likely to face as the impacts of climate change become more severe. The climate change risks evaluated should include drought, extreme heat, precipitation, air quality, Santa Ana winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities as applicable.

The consultant will develop and prioritize climate change adaptation measures for each identified risk based on level of severity (low-risk, medium-risk, and high-risk). This effort should include both community adaptation measures as well as those for municipal government operations and calculate the costs, benefits, co-benefits, and benefits of non-implementation for each measure similar to Task 6. The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income, persons with disabilities, people experiencing homelessness, etc.).

Deliverables:

1. Memo that summarizes climate change related risk and vulnerabilities identified, and adaptation measures for each risk.
2. City Map (or GIS layer) of Costa Mesa's vulnerable communities

Meetings:

- Meeting with City staff to discuss findings from Task 7.
- Attendance at Sustainability Working Groups meeting(s) to present findings.

Task 8: Implementation Plan

The consultant will develop an implementation plan for the selected mitigation and adaptation measures. The Implementation Plan will identify lead agencies, partner organizations, costs, timeframe, funding mechanisms, and co-benefits for each measure. The final report should include list of community and infrastructure resilience measures the City could implement in the near future.

Deliverables:

1. Implementation Plan for Municipal & Community Mitigation and Adaptation Measures.
 - a. Identify Lead agencies and partners
 - b. Implementation costs
 - c. Timeframe
 - d. Funding mechanisms

Meetings:

- Correspondence as necessary with City staff to discuss and complete task deliverables.

Task 9: Climate Action and Adaptation Plan

The consultant will synthesize the research, analysis, and feedback from previous tasks and finalize findings into a comprehensive CAAP for Costa Mesa. The CAAP will address both community emissions and emissions from municipal government operations and will include a description of the process, emissions baseline, future scenarios, emissions reduction target, selected mitigation and adaptation strategies, and an implementation plan for each. It will be written in simple language with infographics and graphically well-designed. The City will require up to 30 business days for review and comment of the draft plan.

The CAAP shall be reader friendly and “tell the story” of climate mitigation and adaptation strategies to be implemented by heavily employing the use of data visualizations and graphic design. In addition to a PDF report that will be available in hard copy, the CAAP will be hosted and supported by a comprehensive digital presence that is user-friendly, accessible, interactive, and informative. The City’s preference is to host the CAAP in a digital format that keeps residents engaged and up to date on the City’s efforts and progress towards equitable climate goals, however, the City is open to proposals that provide alternatives to digital hosting or a combination of alternatives that assure the CAAP is equitably accessible to the community. The CAAP should include procedures for minor updates every two years and comprehensive updates every five years.

Deliverables:

1. Draft Climate Action and Adaptation Plan (easy to edit, strike through/ underline PDF version)

2. Final Climate Action and Adaptation Plan
3. Materials for public meetings such as presentation slide deck and edits to staff reports.

Meetings:

- Meeting with City staff to discuss the draft and final CAAP.
- Attendance at City Council, Planning Commission, Parks and Community Services Commission and Sustainability Working Group meetings to present the draft and final CAAP.

Task 10: CEQA Analysis

The CAAP will be subject to environmental review under California Environmental Quality Act (CEQA). The City aims to have CEQA qualified Climate Action and Adaptation Plan, and therefore the project budget assumes preparation of Negative Declaration/Mitigated Negative Declaration. The consultant will be responsible for preparing all CEQA documents required for the plan and administering all required CEQA noticing and postings. The CAAP will serve as an implementation measure to the City's General Plan.

Deliverables:

1. CEQA Compliance Submittal
2. All the required public noticing and postings

Meetings:

- Correspondence as necessary with City staff to discuss and complete task deliverables.

Task 11: Progress Monitoring and Reporting

The consultant will work with City staff to develop a system for tracking and reporting on the CAAP's progress over time. Any process proposed should recommend and develop an Implementation and Monitoring Tool, and utilize the Statewide Energy Efficiency Collaborative (SEEC) ClearPath California platform (or something similar), to input, evaluate, and monitor progress, as appropriate. The consultant will assist City staff to ensure relevant data is entered correctly in the SEEC ClearPath California platform and develop a template for annual reporting that can easily be translated into a variety of media.

Deliverables:

1. SEEC ClearPath Platform populated with Costa Mesa data.
2. Versatile template for annual reporting of the CAAP progress.

Meetings:

- Correspondence as necessary with City staff to discuss and complete task deliverables.

Task 12: Marketing and Communications Plan

The consultant will work with staff to develop a marketing and communications plan that ensures effective community messaging as to the CAAP's purpose, process, and outcomes. The plan should aim to improve the public's understanding of climate change and how individual actions affect GHG

emissions, as well as garner participation and support for mitigation and adaptation measures through a community action toolkit.

The plan should consider simple metrics that can be communicated to the public in a meaningful way, such as emissions per capita or emissions per household. It should also detail specific communication strategies and tactics, intended audiences, cost, and timeline, establish metrics for measuring engagement success, and develop content and design templates for multiple forms of communication media for the CAAP (brochures, fact sheets, social media, infographics, presentation layouts, City website, etc.). All public facing materials should be formatted and branded in a manner that is consistent with the City of Costa Mesa's Public Information Office.

Deliverables:

1. A Comprehensive Marketing & Communications Plan
2. Community Action Toolkit
3. Public facing website

Meetings:

- Correspondence as necessary with City staff to discuss and complete task deliverables.

Timeline

The schedule for the requested scope of work is eighteen (18) months. The timeline reflects that some tasks may or can begin prior to the completion of previous tasks.

RFP Contacts – Limitation on Communications

All communications in connection with or related to this RFP must be submitted in writing via email to Salem Afeworki, the City's Energy and Sustainability Services Manager (contact information below). Commencing from the date the City Council approves issuance of this RFP, and unless expressly authorized in this RFP, any contact or any communications with City officials other than the City's Sustainability Officer is expressly prohibited. The limitation on communications shall continue until the date on which the City awards a contract, if any.

In addition, proposers must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Glendale City Council or any City employee for the purpose of, or which has the effect of:

1. Securing or establishing an advantage over other Proposers;
2. Securing or recommending the selection of the Proposer's Proposal; or
3. Securing or recommending a Contract award to any Proposer.

Violation of the forgoing prohibitions will constitute grounds for rejection of a proposal(s). Such rejection may be made within the sole and absolute discretion of the City of Costa Mesa. The City contact for this RFP is:

Salem Afeworki

Energy and Sustainability Services Manager
City Manager's Office
Costa Mesa City Hall
77 Fair Drive
Costa Mesa, CA 92627
Phone: 714-949-5247
Email: salem.afeworki@costamesaca.gov

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”).

W I T N E S S E T H :

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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. 24-01 CLIMATE ACTION & ADAPTATION PLAN (CAAP)**

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 informal **RFP No. 24-01 CLIMATE ACTION & ADAPTATION PLAN (CAAP)** at any time after August 21, 2023.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after August 21, 2023 with a City Councilmember concerning informal **RFP No. 24-01 CLIMATE ACTION & ADAPTATION PLAN (CAAP)**. 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 or submit letters from your references which include the requested information.

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

Climate Action & Adaptation Plan

City of **COSTA MESA**



COVER LETTER

September 27, 2023

Mike Fuentes
City of Costa Mesa
77 Fair Drive, First Floor
Costa Mesa, California 92626

Local Office

27372 Calle Arroyo
San Juan Capistrano, CA 92675

Dear Mike Fuentes:

Developing a comprehensive climate action and adaptation plan (CAAP) for the City of Costa Mesa (City) requires a highly qualified, technically competent team paired with a thoughtful, well-rounded approach that will result in responsive and implementable outcomes.

We have assembled the Dudek team, consisting of Dudek, Michael Hendrix Consulting, Fehr & Peers, and M.Cubed, to guide the City in accomplishing its climate change goals. This team is successfully working together on the Yolo County CAAP to effectively navigate greenhouse gas reduction- and climate adaptation-related problems as well as providing funding and financing acumen and strategy to strengthen resiliency. Each member of the Dudek team is preeminent in their field and will contribute to the success of this multifaceted endeavor.

The Dudek team will bring our vast experience with greenhouse gas emissions inventories, climate action plans, climate adaptation and resiliency plans, the California Environmental Quality Act, and public outreach to tailor the plan to the City's challenges. We acknowledge that in a region with little climate action planning to date, this is a unique opportunity to engage and educate the community, understanding that those most vulnerable to consequences of climate change and rising emissions are those less likely to engage in traditional planning processes.

*The Dudek team will develop a CAAP to help meet the City's new goal to **advance environmental sustainability and climate resiliency.***

The Dudek team looks forward to developing a creative, customized, and implementable CAAP that meets the specific needs of the City. Project Manager Jennifer Reed will manage this project from Dudek's San Juan Capistrano office. Please reach out to Ms. Reed at 949.373.8333 or jreed@dudek.com with any questions regarding our qualifications or approach.

Sincerely,



Joseph Monaco, President/CEO

Joseph Monaco is authorized to bind Dudek.



Jennifer Reed, Project Manager



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UNDERSTANDING OF THE CITY, WORK, AND OBJECTIVES

To address the climate action and adaptation goals of the City of Costa Mesa (City), we have carefully assembled a local team of experienced climate action experts, adaptation planners, economists, transportation engineers, California Environmental Quality Act (CEQA) analysts, and outreach practitioners to work collaboratively with City staff through the course of this project. Dudek, Michael Hendrix Consulting, Fehr & Peers, and M.Cubed have a history of successful project execution working as a cohesive team and will herein be referred to collectively as the “Dudek team.”

The Dudek team understands the unique qualities of Costa Mesa and is interested in developing a climate action and adaptation plan (CAAP) that is tailored to the City’s needs to successfully meet its climate change goals. The Dudek team is passionate about helping communities reduce their greenhouse gas (GHG) emissions by implementing actionable plans that center equity in their guiding principles. We support the City’s ambition to achieve the state’s goal of carbon neutrality by 2045 and are committed to developing a feasible blueprint to make that goal a reality.



While the City has a demonstrated history of environmental stewardship and commitment to sustainable initiatives, we understand the challenges associated with encouraging community members to take action. In Orange County, where there are few CAPs, the City's CAAP presents an opportunity not only to engage and educate the public on why action and adaptation is needed, but also to inspire nearby communities to act and collaborate to make a difference regionally.

Our vision is to center the unique assets of the City during CAAP development, so that the plan can work for the whole Costa Mesa community. This starts with listening to understand the various goals of the CAAP, which will be guided by input from community members and local stakeholders. We will emphasize that the CAAP is an opportunity, rather than an obligation, to enhance the community and economy. We will highlight the various co-benefits of actions such as improving public health and air quality, supporting job creation, enhancing equity, improving mobility, preserving natural resources, and creating a safer, healthier, and more sustainable community for future generations.

As we calculate GHG emissions and forecast the impact of climate change on Costa Mesa's hazards, we will organize the CAAP by key land use sectors to reflect the diversity of uses and create policies tailored to commercial, local- and regional-serving retail, residential, and residential-supporting development. This stratification will allow for community and business groups to work in tandem and avoid conflicting directions. During policy development, we will collaborate with City staff, environmental working groups, interested community groups, and others to generate unique and actionable measures with strong buy-in. Developing actions that accomplish multiple goals—synergizing mitigation and adaptation and prioritizing efficient use of the City's resources—will serve as a means to promote adoption of the CAAP.

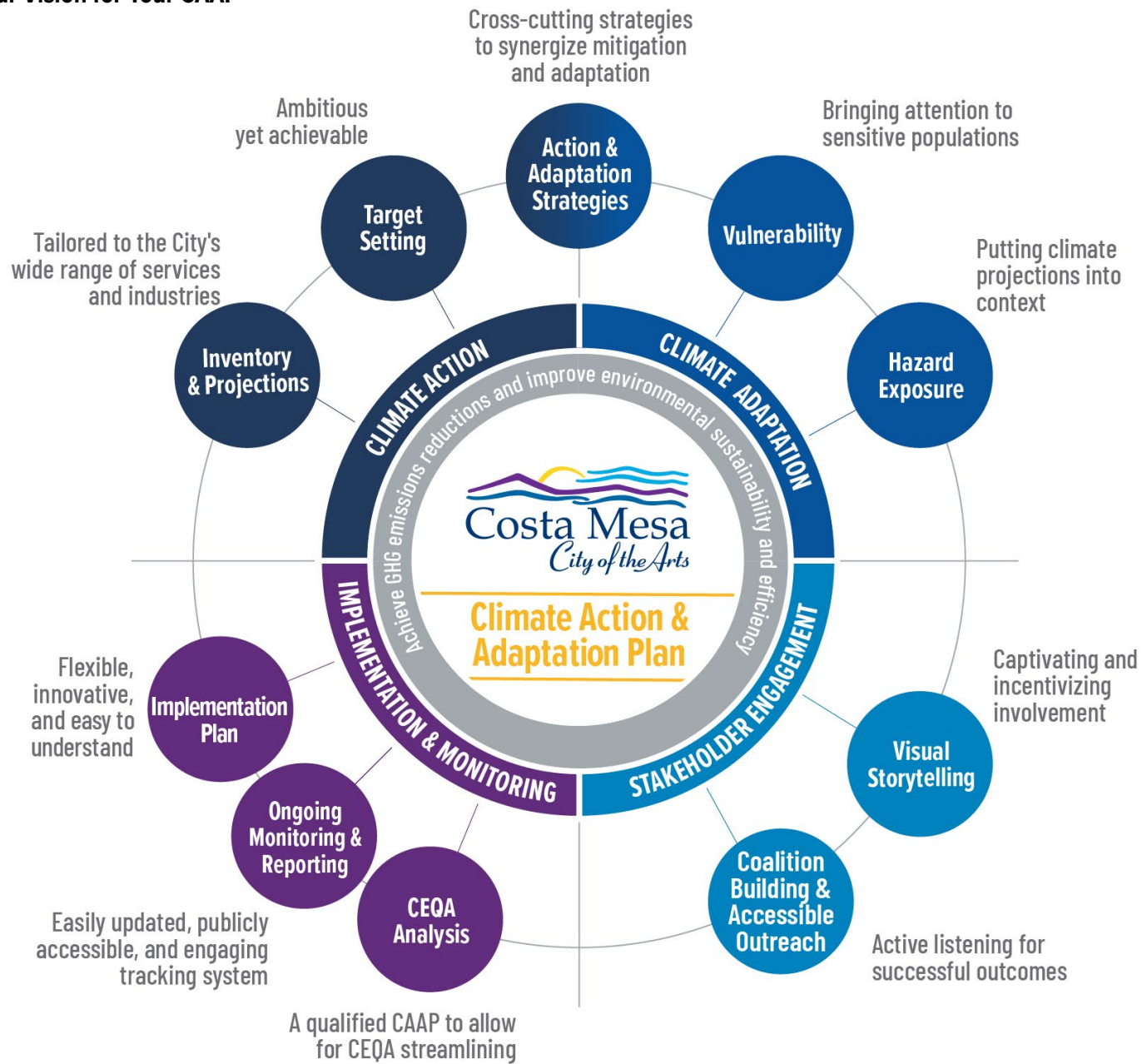
The Dudek team believes that our expertise and vision will allow the City to develop a CAAP that addresses the City's climate challenges while enhancing its strong commercial and retail economy and preserving what makes the City special. Our transportation and land use experts will provide key knowledge to ensure we customize strategies to the City.

The Dudek team is the best fit for this project because we understand that the City requires more than a cookie-cutter CAAP. Through collaboration with the City and its residents, we will develop a custom CAAP that helps meet the City's goal of advancing environmental sustainability and climate resiliency. We appreciate the opportunity to contribute to this important plan to create a safer, sustainable, and more resilient future.

Graphic Exhibit 1 presents the Dudek team's vision for the City's CAAP.



Graphic Exhibit 1. Our Vision for Your CAAP



2. METHOD OF APPROACH – Revised 8/16/2024

1. IMPLEMENTATION PLAN

TASK 1: PROJECT MANAGEMENT AND WORK PLAN

The Dudek team will establish a work plan and detailed schedule for the climate action and adaptation plan (CAAP). Upon execution of the contract, the Dudek team will work with the City of Costa Mesa (City) to schedule a kickoff meeting to discuss goals and objectives of the CAAP, share aspirations while aligning expectations, establish relationships, and set the project up for success. The kickoff meeting will introduce key Dudek team members and City staff and clarify roles and lines of communication. We will discuss current City sustainability and greenhouse gas (GHG) reduction efforts and identify existing documents, data, policies, and initiatives relevant to the CAAP. The kickoff meeting will serve as the first step in the community outreach effort by identifying key stakeholders and effective engagement strategies based on the outcomes of previous City efforts. Any potential issues anticipated with the City's CAAP and lessons learned from the Dudek team's similar past projects will be explored for proactive solutions.

Our project management philosophy:

- *Clear, continual communication*
- *Engaged listening*
- *Flexibility and responsiveness*
- *Empowered problem solving to maintain momentum*
- *Quality assurance and oversight*
- *Consistent delivery of high-quality work on time and within budget*

Following the kickoff meeting, the Dudek team will develop a work plan, which will be formalized in a memorandum format, and will include a timeline to establish project milestones along with critical path items, resources and data needs, scheduled meetings, and initial assumptions. Throughout the process, Dudek will schedule and facilitate virtual meetings with City staff to review work conducted, plan for upcoming efforts, and verify the project remains on schedule and within budget. Dudek's project management team will remain nimble and will be available by email and phone to answer questions, collaborate, and move the project forward. The primary aspects of Dudek's approach to project management include clear communication, managing adherence to the scope, keeping the progression of work on schedule, cost controls, and risk management. Dudek prides itself on integrating a fundamental focus on high-quality work, subconsultant management, and meeting both client and project goals and objectives.

Role of City Staff:

- Attendance of necessary staff members at the kickoff meeting
- Provision of materials requested in Request for Information in a timely manner

Assumptions:

- Dudek assumes that use of a document sharing portal (e.g., SharePoint), which Dudek can host, will be used for coordinating meeting minutes, agendas, and other relevant project documents.

Deliverables:

- Meeting agenda and minutes

- Detailed work plan files that includes adjusted project timeline/schedule, final list of existing documents/data to review, and list of key stakeholders for the CAAP

Meetings:

- Virtual project kickoff meeting (via Zoom if hosted by Dudek or preferred City video conferencing software if hosted by the City)

TASK 2: DATA COLLECTION, EXISTING POLICES REVIEW, AND BEST PRACTICES RESEARCH

To inform plan development, the Dudek team will conduct a comprehensive review of existing relevant materials to align with City and state policies and verify the use of best practices. The Dudek team will create an Excel or Airtable (depending on City preference) database to catalog existing City efforts that advance environmental sustainability and resilience, which include the City's General Plan, codes, policies, programs, development standards, and relevant City Council commitments. This catalog will serve as the base for CAAP policies and actions and will ensure that our proposed strategy is well integrated with existing practices.

The Dudek team will leverage our experience with similar tasks and understanding of existing best practices to efficiently focus and expedite the effort.

The Dudek team will also review local, state, and regional best practices from jurisdictions of similar size, scale, and geography. Given that there are few climate action plans within Orange County, we will expand our review throughout the state, including the San Diego and Los Angeles regions. The review will include successful climate action plans (CAPs) and CAAPs, effective mitigation and adaptation measures, and other relevant resources and tools including those related to successful outreach and engagement strategies. Examples of best practice resources include the California Air Resources Board 2022 Scoping Plan (Appendix D – Local Actions), the Southern California Association of Governments (SCAG) Regional Climate Adaptation Framework, SCAG's Library of Model Policies, California's Adaptation Clearinghouse, and ClearPath Inventory Tools, among others. Our team will also review financing mechanisms and funding programs that would support implementation of the forthcoming CAAP.

The Dudek team will review and provide recommendations and guidance on the use of existing GHG inventory protocols and methodologies. Our review will focus on protocols and tools that use industry best practices and are easily updated as future CAAP programs are implemented. Currently, CAAPs typically use the following protocols for municipal and communitywide inventories: The Climate Registry's General Reporting Protocol and Local Government Operations Protocol, the International Council for Local Environmental Initiatives (ICLEI) United States Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions, and The World Resources Institute's Global Protocol for Community-Scale Greenhouse Gas Inventories. These protocols tend to be consistent with one another because they are based on the Intergovernmental Panel on Climate Change assessment reports and guidelines. The Dudek team will provide the City with a comparison of these protocols, tools, and approach recommendations that provides a consistent, accurate, and up-to-date set of inventories and forecasts of GHG emissions.

Role of City Staff:

- Provide Dudek with appropriate plans, policies, and codes for review and evaluation

Assumptions:

- Documents described in the scope above will be reviewed, and Dudek will work with City staff to identify other appropriate documents for review without exceeding budget.

Deliverables:

- Summary of data collection, existing policy review, and best practice research in memorandum format, including key issues, opportunities and trends, and ultimate recommendations
- Excel or Airtable database identifying existing codes, policies, programs, development standards, and relevant City Council commitments that advance sustainability and resilience

Meetings:

- Meeting with City staff to discuss findings from Task 2

TASK 3: STAKEHOLDER ENGAGEMENT AND COMMUNITY OUTREACH STRATEGY

With a team of in-house public outreach experts and significant experience working with the communities we serve, Dudek understands that community engagement is paramount to a successful long-range planning effort. Dudek planners have extensive experience working with a range of stakeholders and community members on complex and contentious planning efforts, and we will use this experience to build a comprehensive and efficient engagement plan that will guide the public and stakeholder engagement process throughout the planning process. Our team is prepared to work with the City to deliver inclusive and responsive community engagement.

TASK 3.1 Working Group Meetings

Dudek will facilitate five Sustainability Working Group and External Stakeholder Group meetings (10 total meetings). Dudek will develop a presentation to inform working group members on the planning process and solicit input at strategic points in the planning effort to maximize the utility of feedback. The Sustainability Working Group will be integrated into Tasks 6, 7, and 8 to review Dudek's findings and provide local knowledge to bolster implementable measures. The External Stakeholder Group will be integrated through all phases, beginning with a visioning meeting where Dudek will share their professional expertise on how CAAPs are developed and implemented, and the External Working Group will share Costa Mesa's needs, values, and opportunities and how to engage the broader public. Dudek will facilitate each meeting and create interactive materials to generate input.

The Dudek team presents proposed engagement activities in Table 1.

Dudek will coordinate with the City on creating an outreach plan with broad-reaching events. See **Table 1** for the included outreach and engagement activities. These tasks assume attendance of one senior staff member of the Dudek team, but City staff could host additional meetings without Dudek staff.

Table 1. Outreach and Engagement Events

Task	Description
3.2 – Pop-Ups and Events	Dudek will schedule, plan, and conduct up to two pop-ups and events to collect input from the broader community. The pop-up events are intended to “meet people where they are.” This strategy allows our team to interact with residents and stakeholders in a casual environment, which often leads to more productive feedback and higher levels of engagement. These could take place at planned community events, on a busy street corner, through a curbside open house, or in front of a grocery store or a well-visited community destination. Pop-up events include short (less than 5-minute) engagement opportunities, such as talking to staff, sticker-voting, and community mapping. Dudek uses pop-up events to advertise project surveys and future projects.
3.3 – Open House	Dudek will host one open house during measure development to allow the community to provide feedback on how measures may be implemented in the community, as well as measure buy-in for GHG reduction strategies that require behavior change. The Recommended Strategies Open House will include feedback stations, along with maps, feedback surveys, and other materials to share the recommended measures. Each feedback station will be interactive and colorful, with visually engaging materials and boards to encourage greater participation and conversation.
3.4 – Marketing Materials Generation	Dudek’s in-house creative team will create customized presentation materials, handouts (stickers, etc.), graphics, and social media content. Dudek will provide select materials in up to two languages (English and Spanish) to maximize engagement with underrepresented groups. Dudek can provide guidance regarding material distribution and advertising. Types of materials will be decided in coordination with City staff and provided up to the budget identified for this task.
3.5 – Survey	Dudek will design one survey that can be completed in less than 10 minutes, with options to provide more in-depth feedback. The goal of the survey is to understand the goals and values of the broader community as well as barriers to implementing GHG emission reduction measures. Survey results will be analyzed and communicated to the City.

Role of City Staff:

- Identification of working group members
- Attendance at public engagement events
- For pop-ups and events, City staff to support finalizing details of the pop-ups; identify location for event; review and print materials and collateral for events.
- For open house, City staff to support finalizing details of the Open House; secure and source location for event; review and print materials and collateral for events; provide photography and video documentation.

Assumptions:

- Working group meetings will be virtual.
- City will pay for any event fees
- Pop up events will replicate the same activity
- Translation and/or interpretation will be provided for up to \$2,000 in effort (approximately \$0.20 per English to Spanish word)

Deliverables:

- PowerPoint presentations, agendas, and meeting minutes for each Working Group meeting
- Community outreach plan
- For pop-ups and events: pop-up logistics plan, outreach boards and materials, and summary of key takeaways.
- For open house: open house logistics plan, outreach boards and materials, and summary of key takeaways.
- Production of marketing materials
- Design and hosting of community survey

Meetings:

- Virtual participation in up to five Sustainability Working Group meetings
- Virtual participation in up to five External Stakeholder Working Group meetings
- Participation in up to two pop-ups or community events
- Participation in one open house

TASK 4: GREENHOUSE GAS EMISSIONS INVENTORY

The Dudek team will select an emissions baseline year in coordination with City staff, weighing the benefits of recency with availability of representative data. There will be two distinct GHG emission inventories for the City, including an inventory for municipal activities and an inventory for community activities.

While the GHG emission sources for these two inventories are similar and contain some overlap, they are presented separately

Developing effective GHG reduction action starts with a well-planned GHG inventory. We will tailor inventory sectors and sub-sectors to identify appropriate measures at the community and municipal levels.

to better tailor GHG emissions reduction measures. The anticipated GHG emission sources include building energy, on-road transportation, off-road equipment, water use and wastewater generation, solid waste generation, urban forests, outdoor lighting (including traffic lighting), and refrigerants. Additional GHG emission sources may be identified in coordination with the City and community outreach.

The Dudek team will estimate baseline GHG emissions from all identified emission sources using industry-standard and accepted protocols and methodologies. As appropriate, the analysis will utilize the California Air Resources Board Local Government Operations Protocol, the ICLEI U.S. Community Protocol, the Association of Environmental Professionals California Supplement to the U.S. Community Protocol, and the General Reporting Protocol. These protocols and methodologies will be used together with usage data and default emission factors from various industry standard sources. The municipal inventory will incorporate City-specific usage data (e.g., employee commute information, transit fleet mix, operational schedules, waste generation).

As the largest GHG emissions source of most community inventories, on-road transportation is a critical sector that requires diligence to ensure accuracy. Fehr & Peers will prepare a vehicle miles traveled (VMT) inventory leveraging their recent work on the Los Angeles and Orange Counties CAP, which will provide a streamlined GHG inventory effort. The VMT forecasts are being prepared with the Southern California Association of Governments Activity-Based Model (SCAG) that is consistent with Connect SoCal 2024, the 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and that provides truck data. Prior to using the VMT estimates, Fehr & Peers will conduct a review of the land use and transportation system inputs for the City included in the “off-the-shelf” SCAG model to verify if the SCAG land use and transportation system inputs are appropriate for the purposes of the CAP. However, for budgetary purposes, the underlying data is assumed to be appropriate. Fehr & Peers will provide tables summarizing the VMT data and will provide a brief description on the methodology used to calculate the VMT. We will provide tables summarizing the VMT data and a brief description of the methodology used to calculate the VMT.

While the State Energy Efficiency Collaborative ClearPath tool is not specifically identified above, ClearPath was developed by ICLEI, which is a key protocol provider for GHG inventory development and climate action planning. Our GHG inventory will follow the same foundational principles and include the same sources used in ClearPath, but calculations will be performed in flexible spreadsheets customized for the City and in a format that can be easily uploaded into the ClearPath Tools. After discussion with City staff, if the City prefers to use ClearPath, the Dudek team can use this tool to provide calculations under the same proposed budget.

Based on the cumulative and global nature of GHG emissions, Dudek does not recommend a GHG trends analysis by geographic area. Spatial analysis of emission sectors does not provide information necessary for identifying reduction measures, so may not be an effective use of City resources. Instead, GHG reduction measures are best customized based on City land uses and barriers that need addressing, as explained in Task 6. **Role of City Staff:**

- Gather all the necessary inventory data with guidance from the Dudek team
- Provide confirmation of usage data and other relevant inventory assumptions prior to emissions calculations

Assumptions:

- The Dudek team will use GHG calculation methodologies and protocols current to the time of the inventory.

Deliverables:

- GHG baseline inventory for the chosen year

Meetings:

- Meeting with City staff to discuss findings from Task 4
- Virtual attendance at Sustainability Working Group meeting(s) to present findings as included in Task 2

TASK 5: FUTURE EMISSIONS SCENARIOS AND GHG REDUCTION WEDGE ANALYSIS

Following baseline GHG emissions inventory development, the Dudek team will develop GHG emissions forecasts for community and municipal operations for two future target years, which will be selected in coordination with City staff. The Dudek team recommends a short-term forecast year of 2030 and long-term forecast year of 2045 to align with statewide reductions established by Senate Bill 32 and Assembly Bill 1279, respectively.

The Dudek team will guide the City in identifying ambitious, yet achievable GHG reduction targets to align with statewide legislation.

The forecasts will include a future business-as-usual emissions scenario (i.e., devoid of any programs, measures, or activities to reduce emissions occurring after the baseline year) and an adjusted business-as-usual emissions scenario (i.e., including the impact of adopted statewide and regional GHG reduction measures), and will reflect impacts from socioeconomic growth expected for the City. To evaluate future growth, the Dudek team will consider plans and feedback from City and applicable regional agencies and other available state or federal data.

Because the City is preparing its first GHG inventory, historic GHG emission inventory data is likely not available for historic trends analyses and is not required for forecasting. Forecasted emissions can be estimated using socioeconomic trends consistent with VMT forecasting, which is the industry standard approach.

Consistent with baseline methods described in Task 4, the VMT emissions forecast will use the Orange County Transportation Analysis Model to obtain VMT data for future years 2030 and 2045. VMT forecasting assumes there will be one interim year (2030) between the baseline and horizon analysis scenarios. We will linearly interpolate the VMT estimates between the model's baseline year of 2016 and horizon year of 2045.

In collaboration with City staff, the Dudek team will then establish two future GHG reduction targets (i.e., short- and long-term) that are practical, yet ambitious, to align with statewide goals and inform the development of reduction measures. The statewide emission reduction targets established by Senate Bill 32 of 40% below 1990 emissions levels by 2030, by Assembly Bill 1279 of net zero GHG emissions no later than 2045, and the goal of reducing statewide anthropogenic GHG emissions to at least 85% below 1990 levels by 2045 will be considered during target setting.

Using the forecasted emissions estimated for the two chosen future years and the selected reduction targets, Dudek will assess the emissions gap the City will need to address to achieve the selected targets. This gap will inform development of two feasible reduction scenarios to meet or exceed the chosen GHG reduction targets. The emissions gaps will be characterized by various emission sources (i.e., "wedges") such as energy use, transportation, and waste. While Dudek proposes to perform the wedge analysis using custom spreadsheet models, if the City prefers to use ClearPath for this effort, the Dudek team can use this tool under the same proposed budget.

Role of City Staff:

- Provide Dudek with data required for growth forecasting
- Participate in target setting
- Confirm assumptions prior to forecast and target setting calculations

Assumptions:

- The Dudek team will use GHG projection methodologies and protocols current at the time of the inventory.

Deliverables:

- Business-as-usual and adjusted business-as-usual GHG emission forecasts for two future years (e.g., 2030 and 2045) for community and municipal operations
- Two GHG emission reduction targets and related gap analysis
- Materials for one public meeting, such as presentation slide deck, and edits to staff reports

Meetings:

- Meeting with City staff to discuss findings from Tasks 3 and 4 prior to initiating Task 5
- Virtual attendance at Sustainability Working Group meeting(s) to present findings of Task 5 as included in Task 2

TASK 6: GHG EMISSION REDUCTION MEASURES

Using the forecasted emissions estimated for anticipated years 2030 and 2045 and the selected reduction targets, Dudek will identify a range of measures to address the community and municipal operations emissions gap identified in Task 5. Our team will develop a suite of potential GHG reduction measures for consideration, ensuring that each is customized to best meet the needs and priorities of the City and members of the community. Selection of the proposed measures will be informed by the evaluation completed in Task 2, integrating relevant existing City efforts (e.g., the recent Strategic Energy Plan), best practices from similar jurisdictions, and stakeholder feedback.

We will prioritize crosscutting action and adaptation measures to effectively use City resources.

We will develop up to three VMT-related GHG reduction measures. The City-specific VMT reduction action recommendations will note associated fiscal benefits, financial costs, and return on investment and will be developed using our team's TDM+ tool, the Caltrans VMT Mitigation Playbook, and our research that contributed to the recently updated California Air Pollution Control Officers Association Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. The CAAP will include a technical memorandum as an appendix that summarizes the methodologies, data sources, assumptions, and results of the transportation-related VMT reduction measures.

Measures will be selected using suitability metrics (e.g., reduction potential, feasibility, co-benefits etc.) that affirm the City's goals, align with statewide regulations, and reduce GHG emissions in an efficient manner. The Dudek team will coordinate with the City to establish a finalized catalog of measures that meet overall GHG emissions

reduction goals. Our team will then estimate GHG emissions reduction scenarios, assuming implementation of the measures for each of the target years.

In addition, the Dudek team will estimate, often with ranges, the projected costs and benefits to the community of the chosen measures in 2030. Due to rapidly evolving technologies and uncertainty related to ongoing and future federal and state incentives, projections beyond 2030 are substantially less useful; as such, the focus of this effort will be on measures that can be implemented between project initiation and the first assumed milestone of 2030. Additional measures that may be implemented post-2030 with potential for substantial emission reductions will be included as appropriate. City implementation costs developed in Task 8 will be included in this analysis.

Given that many available analyses (e.g., State Reach Code) show only the net difference of decarbonization, a detailed return-on-investment analysis may not be feasible. Alternative options will be discussed with City staff.

The societal benefits and cost analysis will use U.S. Environmental Protection Agency calculations for the environmental values associated with GHGs. These valuations generally reflect the net cost of not implementing measures (e.g., no action).

To provide a meaningful assessment of cost-effectiveness, the Dudek team will select up to 12 measures for evaluation in coordination with the City. The selected measures will be the most impactful near-term and will not include any measures already implemented by the City. Measures will be selected for the cost effectiveness analysis based on professional judgement using screening criteria to assess the ability to quantify emission reductions, the significance of the measure's impact (i.e., magnitude of emission reductions), and the relative cost-effectiveness.

Role of City Staff:

- Review, refine, and approve a list of recommended GHG reduction measures (Excel format)

Assumptions:

- None

Deliverables:

- Sector-based GHG reduction measures for community and municipal operations
- Quantification of up to nine non-VMT related reduction measures and three VMT-related reduction measures
- Analysis of financial costs of reduction measures and fiscal benefit of mitigation measures, including cost avoidance, for up to 12 measures
- Identification of co-benefits of reduction measures
- Summary memorandum of Tasks 1 through 6

Meetings:

- Meeting with City staff to discuss findings from Task 6
- Virtual attendance at Sustainability Working Groups meeting(s) to present findings as included in Task 2

TASK 7: VULNERABILITY ASSESSMENT AND ADAPTATION MEASURES

Dudek will provide a custom vulnerability assessment of the risks that Costa Mesa is forecasted to experience building from the City's recent Local Hazard Mitigation Plan.

Utilizing CalAdapt and the California Climate Change Assessment, Dudek will analyze the magnitude, timing, spatial extent, and likelihood of drought, extreme heat, precipitation/flooding, air quality, and the potential indirect effects of climate change. Dudek will compare this assessment with the vulnerable populations noted in the City's recent Local Hazard Mitigation Plan. For each hazard, Dudek will note which populations hazards disproportionately effect and why.

Dudek will create adaptation measures that address the risks outlined in the vulnerability assessment, calculate the costs and benefits, and enumerate the co-benefits and implications of non-implementation for each measure.

Role of City Staff:

- Provide local experiences and history related to hazard impacts

Assumptions:

- Dudek will respond to one round of consolidated comments.
- Dudek will utilize LHMP population data as possible.

Deliverables:

- Memorandum that summarizes climate change-related risk and vulnerabilities identified, and adaptation measures for each risk
- GIS layer of Costa Mesa's vulnerable communities

Meetings:

- Meeting with City staff to discuss findings from Task 7
- Virtual attendance at Sustainability Working Groups meeting(s) to present findings as included in Task 2

TASK 8: IMPLEMENTATION PLAN

The Dudek team will develop an implementation plan for the mitigation and adaptation measures developed in Tasks 6 and 7. The implementation plan will identify progress indicators, lead departments/agencies relevant partners, costs, timeframe/phasing, funding mechanisms, and co-benefits for each measure. This implementation plan will highlight foundational/unlocking strategies that the City should pursue in the near future.

In accordance with the California Adaptation Guide Step 2.4b, we will score the risk and current adaptive capacity low, medium, or high based on the findings of this assessment and results of stakeholder engagement in Task 3.

Our action and adaptation planners will work together with the economist to create integrated measures through Task 6 and Task 7.

The Dudek team will estimate the fiscal costs and benefits of the selected measures as part of Task 6, and work with City staff to determine government implementation costs. We will update the City's extensive database on available federal and state funding and incentive programs to link available funds to individual measures. The Dudek team will identify potential outside funding sources for initial implementation of candidate measures. The Dudek team will not be guiding the City staff or preparing grant or other funding applications as part of this project—those steps are reserved for actual implementation. However, ongoing fiscal support for many of these measures will require continuing financing from City revenue sources as well facilitating access to federal and state fiscal benefits (e.g., tax credits and rebates) by households and businesses. To this purpose, the team will refine its extensive list of available financing mechanisms (e.g., taxes, fees, charges) that can be implemented by the City to fund the implementation and funding of the selected measures. The Dudek team also will describe innovative financing options that could be considered.

Role of City Staff:

- Provide consolidated comments on the Draft implementation plan

Assumptions:

- Dudek will respond to one round of consolidated comments.

Deliverables:

- Implementation plan for municipal and community mitigation and adaptation measures in Microsoft Word and Excel formats

TASK 9: CLIMATE ACTION AND ADAPTATION PLAN

TASK 9.1 PDF Plan

The Dudek team will develop a Draft PDF layout and style guide for the CAAP that will include colors, fonts, and a variety of page formats to easily communicate the concepts and brand of the Draft CAAP for City review and approval. Based on work completed for Tasks 2 through 8, Dudek will develop a table of contents for City review and begin to incorporate the background, regulatory and scientific information, community and stakeholder feedback, and Draft measures into a Draft PDF plan. Graphic components like maps, infographics, callout boxes, photos, and charts will be utilized to help the reader understand key concepts, provide local context, and break up sections to increase readability. These graphics will match the overall brand of the plan.

Based on our experience writing similar plans and regional guidance documents, Dudek recommends timing Task 9 with Task 3 Sustainability Working Group Meetings to customize the strategies and tracking indicators to ensure the plan is feasible and supported.

Role of City Staff

- Provide consolidated comments on the Draft PDF plan layout
- Provide consolidated comments on the first Draft PDF plan

Assumptions

- Should the City desire a bilingual document, Spanish translation can be provided for up to 10,000 words (approximately 20 pages) of document content (\$2,000). The Dudek team can work with City staff to determine the most appropriate content for translation, such as the Executive Summary.
- Dudek will provide Americans with Disabilities Act (ADA) processing of the Draft PDF plan for up to 16 hours.
- Working group meetings are included in the engagement scope.
- The City will collect and review public comments as part of the CEQA process. Dudek will assist in responding to comments up to 20 hours of staff (i.e., technical and planners) labor. To accommodate potential revisions from Draft to Final, Dudek will revise the CAP up to 20 hours of staff time related to text and/or graphics revisions.

Deliverables

- One Draft CAAP PDF plan layout, table of contents, and style guide
- Draft CAAP PDF plan incorporating revisions from City staff prior to public review (easy to edit, strike through/underline PDF version)
- One Final CAAP PDF plan
- Basic materials for public meetings, such as presentation slide deck, and edits to staff reports

Dudek recommends an easy-to-read public-facing implementation plan and retaining an Excel file that each department can use during CAAP implementation, which will support Task 11.

TASK 9.2: Presentation of Draft and Final CAAP

Dudek will present the Draft and Final CAAP for the City Council, Planning Commission, and Parks and Community Services Commission. Dudek will prepare a PowerPoint and talking points and will be available to answer questions.

Role of City Staff:

- Provide consolidated comments on the presentation materials

Assumptions

- In-person attendance will be utilized for two of these meetings, and virtual attendance will be utilized for the remaining four meetings.

Deliverables

- PowerPoint materials (one round of review)
- Presentations at three meetings

TASK 9.3 Website Communication Plan

Alongside the development of the PDF layout described above, Dudek's in-house Visual Storytelling team will work with the City to develop an online communication plan for the CAAP. The final product will be a user-friendly and accessible communication tool for the CAAP.

The final product will be built using a program that the City's technical team is comfortable working with or it may be built within the City's existing infrastructure using programs. The end result will be editable by the City, in the event that future amendments are incorporated.

Dudek will collaborate with City staff to identify their website communication plan preferences and prepare an outline of content for City review and approval. Dudek will provide web-based content up to the allocated Task 9.3 budget.

Role of City Staff:

- Provide consolidated comments on the Draft online plan layout
- Provide consolidated comments on the first Draft online plan
- Technical coordination with Dudek staff during transfer of content

Assumptions

- If the City selects an ESRI product, such as Experience Builder or StoryMap, no web translation is available at this time, but translation services could be provided as an additional fee. If the City selects a program that provides Google Translate, such as WordPress, web translation can be provided by the web host at no additional fee. Translation of the online plan by Dudek staff or Excel Interpreting and Translating, which can be more accurate than Google Translate, is not included but can be provided for an additional fee. Dudek will review the pros and cons of each web-based host to help the City select what best fits their needs.

Deliverables

- One Draft online plan layout
- Two full Draft online plans incorporating revisions from City staff prior to public review
- One Final online plan updated after adoption

TASK 10: CALIFORNIA ENVIRONMENTAL QUALITY ACT ANALYSIS

Dudek will assess the CAAP and determine any potential physical impacts on the environment that could result from implementation of the CAAP. For the purposes of this scope of work, Dudek has assumed that preparation of an Initial Study/Negative Declaration (IS/ND), in compliance with California Environmental Quality Act (CEQA) Guidelines Section 15183.5, is appropriate because the goal is to develop a self-mitigating CAAP.

Dudek will analyze potential impacts to aesthetics, conflicts with habitat conservation plans, and cultural resource impacts resulting from potential energy efficiency and renewable energy retrofits of existing historical buildings, as applicable. The environmental analysis will also provide qualitative analyses of reduced criteria air pollutants, energy consumption, GHG emissions, VMT, and noise levels resulting from implementation of the CAAP. A qualified GHG reduction plan may be used by future development projects as the basis for GHG analysis in their CEQA documents.

The CEQA tiering mechanism (developed as part of Task 11) will serve as a CAAP consistency checklist in accordance with CEQA Guidelines Sections 15183.5, 15064(h)(3), 15130(d), and 15183(b).

Once the environmental analysis is completed, Dudek will provide an Administrative Draft of the IS/ ND using the CEQA IS format to answer the threshold questions provided in Appendix G of the CEQA Guidelines. Upon receipt of City comments, Dudek will submit a Public Review Draft for approval. Dudek will prepare a Draft and Final Notice of Intent and Notice of Completion for the City's review and concurrence. Filing fees will be provided by the City. Dudek will upload the Public Review Draft IS/ND and Notice of Completion to the State Clearinghouse to begin public review. As Section 21091(d) of CEQA does not require response to comments for an IS/ND, none are included. After the close of public review, Dudek will prepare and submit a Draft and approval version of the Final IS/ND to the City. Dudek will prepare and file the Notice of Determination with the County Clerk within 5 days of certification of the Final IS/ND. The City will be responsible for any applicable filing fees (i.e., county clerk filing fee and California Department of Fish and Wildlife filing fee).

The CEQA analysis will provide for efficient tiering and streamlining of future development projects based on the qualified CAAP.

This scope of work assumes up to three virtual team meetings and no attendance of public meetings or hearings. This effort also includes internal administrative coordination and invoicing tasks for 6 months of IS/ND preparation and approval. Project extensions may require a budget augment for this task.

Role of City Staff:

- Review and provide consolidated comments on materials provided
- Pay all applicable fees

Assumptions:

- No cultural records search will be included because the team will use the City's local register of historic resources or Assembly Bill 52 consultation assistance.
- No surveys or fieldwork will be conducted.
- No quantification of technical analyses, such as air quality, VMT, or noise, would be included, and no technical reports would be provided.
- Dudek will provide electronic copies of all CEQA deliverables. Print copies will be completed at cost and billed to the City on an as-needed basis.
- The Dudek team will not attend public scoping meetings, planning commission meetings, or City council hearings.

Deliverables:

- Administrative Draft IS/ND
- Public Review Draft IS/ND
- Draft and Final Notice of Intent, Notice of Completion, and Notice of Determination
- Final IS/ND

Meetings:

- Three virtual meetings with City staff to discuss and complete task deliverables

TASK 11: PROGRESS MONITORING AND REPORTING

The Dudek team will develop a progress monitoring and reporting plan using the Excel sheet developed in Task 8 as the base. As noted above, the Dudek team provides inventory tools that are flexible and can be uploaded into ClearPath for the GHG inventory; as such, the progress tracking will similarly provide the City flexibility in deciding whether to use ClearPath. The standalone Excel-based monitoring tool can be used on its own and will be simple and easy for the City to implement. However, if the City prefers to use ClearPath, the Dudek team can use this tool within the same proposed budget. Dudek will create an Excel sheet for each relevant City department. This will include the internal tracking metrics developed in Task 8 and external tracking metrics that influence the GHG reductions. For external metrics, Dudek will outline where the data is maintained and how often it is updated.

In addition, the Dudek team will provide City staff with a CAAP progress report template that will take the data obtained from the monitoring and tracking tools described above and provide it in a format that is easily understood by the public and decision makers. We recommend the City provide formal CAAP progress reports annually.

If desired, the CEQA tiering may be augmented to include a quantitative threshold for new development such as an efficiency metric (e.g., per service population, per resident, and/or per employee.)

To track progress associated with new development and provide a clear approach for CEQA streamlining of future development projects, Dudek will either develop a CAAP checklist or GHG screening tables, depending on City preference. A CAAP consistency checklist would identify specific key attributes or best management practices for different land uses (e.g., residential, office, and industrial) to achieve, support, and otherwise not conflict with the City's CAAP measures. GHG screening tables include a menu of GHG-reducing options that correspond to measures within the forthcoming CAAP. Each option within the GHG Screening Table would have an associated point value that corresponds to minimum emissions reductions expected and can be incorporated into new development projects as mitigation or project design features. This system will allow for clear CEQA streamlining and efficient tiering from the CAAP in addition to tracking co-benefits related to adaptation.

Role of City Staff:

- Review and provide one round of consolidated comments

Assumptions:

- The City will provide Dudek with a list of relevant data that the department already tracks.
- The City's permit application software/hardware are up to date and able to incorporate additional algorithms that calculate GHG emissions into the database inquiries.
-

Deliverables:

- Excel monitoring spreadsheet
- CAAP consistency checklist or GHG screening tables (Word or Excel)
- Versatile template for annual reporting of the CAAP progress

Meetings:

- Correspondence as necessary with City staff to discuss and complete task deliverables

TASK 12: MARKETING AND COMMUNICATIONS PLAN

Dudek will create a public-facing executive summary as part of the web-based plan (Task 9.4). The implementation plan (Task 8) will identify the tools used to implement each measure (i.e., code changes, infrastructure, and voluntary programs). Effective community messaging as to the CAAP's purpose, process, and outcomes will be a part of Task 3 and Task 9.4, and the web-based plan will also aim to improve the public's understanding of climate change and CAAP goals.

We will present GHG emissions on a per-capita unit to show the reader the average community member's annual potential impact in the CAAP (Task 9).

Dudek's Visual Storytelling team will create simple infographics that quickly communicate the key elements (cost, reduction potential, tracing/adoption metrics) that can be used as media for the CAAP as part of the web-based plan (Task 9.4) and Stakeholder Engagement and Community Outreach Strategy (Task 3). As part of Task 12, the Visual Storytelling team will help provide materials to set up the CAAP website. The CAAP website can be integrated into the City's Division of Energy and Sustainability under the Public Services Department webpage.

As part of Task 12, Dudek will develop a suite of actions by CAAP sector or theme that individual community members can do to reduce GHG emissions and/or increase resiliency. This "What Can You Do" list is intended to garner participation and support for CAAP mitigation and adaptation measures. The "What Can You Do" list will provide initial available resources and references to educational materials. The individual community actions will be integrated into the PDF plan, web-based plan, and marketing materials.

Role of City Staff:

- Review and provide one round of consolidated comments

Assumptions:

- The Community Action Toolkit will be an Appendix to the CAAP and will be formatted in Task 9.
- The CAAP website will be hosted on the City's government website and the City will upload Dudek-provided content to the website.

Deliverables:

- A CAAP-specific "What Can You Do" List
- Up to 30 hours of Visual Storytelling team staff time to help set up the project website

Meetings:

- None

3 QUALIFICATIONS AND EXPERIENCE OF THE FIRM

1. CORPORATE INFORMATION

Name of Corporation	Dudek
Office Street Address	Headquarters: 605 Third Street, Encinitas, CA 92024
State of Incorporation	California
Date of Incorporation	09/01/1983
Officers	Joseph Monaco, Eric Wilson, Bob Ohlund, Amy Paul
Local Office Address	27372 Calle Arroyo, San Juan Capistrano, CA 92675
Date of Local Office Opening	07/01/1996

2. PARTNERSHIP OR JOINT VENTURE

Not applicable

3. BUSINESS OWNED AND CONTROLLED BY DUDEK

Dudek's subsidiary, Habitat Restoration Sciences, is wholly owned by Dudek.

Business Name and Address	Habitat Restoration Sciences, 1217 Distribution Way, Vista CA 92081
Business Owner	Dudek

4. PAST BUSINESS MANAGER ROLES

Dudek's project manager, Jennifer Reed, has not served in a role as officer, director, or partner doing similar business in California.

5. YEARS UNDER PRESENT BUSINESS NAME












Dudek was "Dudek and Associates" prior to 2006. Dudek has been in business under its present name for 17 years.

6. RELEVANT CONTRACTS









The Dudek team has extensive experience developing transformative plans for public agencies throughout California that align with the size and scope of the requested CAAP for the City, as demonstrated through our extensive list of current and previous relevant contracts, which are outlined in **Table 2**. Each project features icons relevant to the City's CAAP, which are defined at the bottom of page 21. Due to the size and breadth of information, select relevant project reports and background information are hyperlinked in the table. Additional documentation can be provided upon request. **Table 2** provides a minimum of five references for Dudek's similar size and scope projects in California, in addition to references from our subconsultants. Further references are included in **Appendix A**.

The Dudek team's collective experience includes adoption of over 70 CAPs for the reduction of GHG emissions







Table 2. Relevant Projects Summary

Project, Client, and Contact	Team	Length of Time	Scope of Work
<p>Yolo County CAAP</p> <p>Client: Yolo County</p> <p>Kristen Wraithwall, Sustainability Manager</p> <p>530.666.8150</p>    	<p>Jennifer Reed, Sarah Halterman, Rose Newberry, Henry Eckold, Shane Russett, Thomas Lenihan, Raoul Rañoa, Melanie Betlach, Michael Hendrix Consulting, Fehr & Peers, M.Cubed</p>	<p>2022 – Ongoing</p>	<p>Developing Yolo County's CAAP, including comprehensive public outreach guided by a Community Engagement and Equity Strategy, a greenhouse gas (GHG) emissions inventory, a climate vulnerability assessment, an implementation and monitoring plan, funding strategies, and resource management tools to help achieve the County's goals of carbon negative and improved climate resilience.</p>
<p>City of Agoura Hills CAAP</p> <p>Client: City of Agoura Hills</p> <p>Ramiro Adeva, PE</p> <p>818.597.7342</p>    	<p>Michael Hendrix Consulting</p>	<p>2019 – 2022</p>	<p>Conducted community and stakeholder outreach; developed a baseline GHG emissions inventory, which included a citywide vehicle miles traveled (VMT) analysis; set targets and GHG reduction measures; downscaled global climate modeling to forecast climate change impacts within the City; prepared climate risk analysis and adaptation measures; and prepared microgrid strategies for critical facilities and community centers. Also provided California Environmental Quality Act (CEQA) compliance in the form of an initial study/negative declaration and an automated tracking and reporting system.</p>
<p>City of Rialto Climate Adaptation Plan</p> <p>Client: City of Rialto</p> <p>Amparo Corona, Budget and Financial Analyst</p> <p>909.421.7244</p>   	<p>Rose Newberry, Henry Eckold, Raoul Rañoa</p>	<p>2019 – 2021</p>	<p>Developed a vulnerability assessment to analyze the city's specific exposure and vulnerability to air pollution, extreme heat, fire, and floods, and how those hazards specifically affect disadvantaged and vulnerable communities. We created specific equity and climate metrics to track implementation of policy and to evaluate the plan's ability to meet the specific needs of disadvantaged communities during future implementation and monitoring. Plan development also included a comprehensive capability assessment.</p>







Project, Client, and Contact	Team	Length of Time	Scope of Work
<p>San Diego Association of Governments (SANDAG) San Diego Regional Resilience Tool</p> <p>Client: SANDAG</p> <p>Jeff Hoyos, Senior Planner</p> <p>619.699.1932</p>  	<p>Rose Newberry, Henry Eckold</p>	<p>2022 – Ongoing</p>	<p>Developing a resilience tool to assist local planners and project managers within the San Diego region in identifying which climate adaptation and environmental justice strategies should be implemented. The tool utilizes a framework to rank adaptation measures by feasibility, cost, co-benefits, and Environmental Justice (EJ) impacts to help local governments best identify strategies that meet the needs of their communities. Our team also developed a complimentary toolkit that helps regional governments understand recent legal requirements and align planning efforts to meet applicable climate and EJ regulations.</p>
<p>Vacaville Energy and Conservation Action Strategy (ECAS) Update</p> <p>Client: City of Vacaville</p> <p>Gwen Owens, City Traffic Engineer 707.449.5174</p>   	<p>Jennifer Reed, Sarah Halterman, Rose Newberry, Henry Eckold, Raoul Rañoa, Melanie Betlach</p>	<p>2020 – 2021</p>	<p>Updated the ECAS to meet the state's 2030 GHG reduction goals and demonstrate substantial progress towards the 2050 goal. Building upon the City's previous strategies, we updated GHG emission inventories and forecasts, identified GHG reduction targets, and developed locally applied actions to reduce GHG emissions from community-wide activities.</p>
<p>Chino Climate Action Plan (CAP)</p> <p>Client: City of Chino</p> <p>Warren Morelion, AICP, City Planner</p> <p>909.334.3332</p>   	<p>Michael Hendrix Consulting</p>	<p>2010 – 2022</p>	<p>Assisted the City of Chino and Arup North America Ltd. in the development, adoption, and defense of the 2013 Chino CAP. The project included a climate change risk analysis and adaption measures to address climate change impacts within the City. The CAP provides a legally defensible document that future projects can tier from during the CEQA process, which now streamlines project approval and implementation.</p>










Project, Client, and Contact	Team	Length of Time	Scope of Work
Sustainable Santee Plan Client: City of Santee Chris Jacobs, Principal Planner 619.258.4100, ext. 182  	Michael Hendrix Consulting	2014 – 2020	Developed the Sustainable Santee Plan (the City's version of a CAP) using the Statewide Energy Efficiency Collaborative (SEEC) ClearPath inventory and planning tool and included GHG emission inventories, forecasts, reduction targets, and reduction measures. A SEEC ClearPath tool guidebook was developed to assist City staff with inventory updates and monitoring. Plan development also required preparation of an energy action plan, which was funded through SDG&E's Emerging Cities Program.
Carmel-by-the-Sea Greenhouse Gas Emissions Technical Support in the Development of a CAP Client: City of Carmel-by-the-Sea Agnes Martelet, Associated Director of Sustainability 831.620.2078  	Michael Hendrix Consulting	2021 – 2022	Worked with City of Carmel-by-the-Sea staff and the Climate Change Committee (a group of stakeholders including local business owners and residents) to update the GHG emission inventories, forecast future GHG emissions, and recommend interim reduction targets and GHG reduction measures, with the goal of bringing Carmel-by-the-Sea to net carbon neutrality. Innovative approaches were applied to accurately estimate VMT from tourism and identify strategies to effectively address this unique VMT source.
Holistic Implementation of Adaptation and Transportation Resilience Strategies Contract Client: SANDAG Allison Wood, Senior Regional Planner 619.699.1973  	Rose Newberry, Raoul Rañoa, Melanie Betlach	2020 – 2022	Prepared a tool and toolkit that local jurisdiction planners and project managers can use to identify what adaptation strategies should be implemented and why.






Project, Client, and Contact	Team	Length of Time	Scope of Work
<p>San Diego Regional TerraCount Assessment Project</p> <p>Client: SANDAG</p> <p>Allison Wood, Senior Regional Planner</p> <p>619.699.1973</p> 	<p>Jennifer Reed, Raoul Rañoa, Melanie Betlach</p>	<p>2020 – 2022</p>	<p>Conducted a carbon storage and sequestration study for the San Diego Region, which provided jurisdiction-level accounting of carbon storage, sequestration, and GHG emissions for natural and working lands.</p>
<p>Carbon Storage and Sequestration Assessment for Four Watersheds of San Diego County</p> <p>Client: San Diego Canyonlands and San Diego River Conservancy</p> <p>Clayton Tschudy, Executive Director</p> <p>619.546.7707</p> 	<p>Jennifer Reed, Sarah Halterman, Shane Russett, Mark McGinnis, Raoul Rañoa</p>	<p>2021 – 2022</p>	<p>Developed an assessment of the carbon storage and sequestration potential of the natural and working lands for the Otay River, San Diego River, Sweetwater River, and Tijuana River watersheds of San Diego County.</p>
<p>Eastern Coachella Valley Action Plan for Climate Resilience</p> <p>Client: Coachella Valley Association of Governments</p> <p>Erica Felci, Chief Operating Officer</p> <p>760.346.1127</p>   	<p>Rose Newberry, Henry Eckold, Raoul Rañoa</p>	<p>2018 – 2020</p>	<p>Led the team preparing the Eastern Coachella Valley's Action Plan for Climate Resilience by working with local stakeholders and regional agencies to identify policy gaps and plan projects. Project priorities were developed based on climate-related hazards, engagement results, and aspects of grant eligibility. The final plan provides a clear overview of climate risks to the area, options for building resilience and creating other co-benefits for the community, and potential grant opportunities.</p>








Project, Client, and Contact	Team	Length of Time	Scope of Work
<u>Transformative Climate Communities</u> Client: City of Indio Kevin Snyder, Community Development Director 760.391.4000   	Rose Newberry, Henry Eckold, Raoul Rañoa, Melanie Betlach	2020 – 2021	Prepared the City of Indio's Transformative Climate Communities Plan. The plan is a roadmap to identify and prioritize projects and investments in the City of Indio's Jewel Community to support neighborhood-level environmental, public health, workforce, and economic benefits.
<u>Prop 68 Technical Assistance Program: Communication, Engagement, Facilitation, and Technical Assistance for Tribal Governments and Unrepresented Communities</u> Client: California Department of Water Resources (DWR) Kelley List, Programmatic Project Manager 916.651.9222 	Raoul Rañoa, Melanie Betlach, Henry Eckold	2021 – Ongoing	Working with the California Department of Water Resources (DWR) on outreach, communication, engagement, and facilitation with GSAs, tribal governments, and underrepresented communities, as well as technical assistance and support services for the Technical Assistance Program.
Newport Beach General Plan Update Client: City of Newport Beach Jim Campbell, Deputy Community Development Director 949.644.3210   	Rose Newberry, Henry Eckold	2023 – Ongoing	Preparing a comprehensive update to the city's General Plan, including outreach, branding, and updating General Plan elements.



Project, Client, and Contact	Team	Length of Time	Scope of Work
Western Riverside Council of Governments Climate Action Plan Client: Western Riverside Council of Governments Chris Gray, Deputy Executive Director 951.405.6710 	Fehr & Peers, Michael Hendrix Consulting	2014 – 2015	Provided support on the update to the Western Riverside County Climate Action Plan.
Orange County Transportation Authority Rail Infrastructure Defense Against Climate Change Client: Orange County Transportation Authority Jason Lee, Project Manager 714.560.5833 	Fehr & Peers	2019– 2021	Assessed station area amenities and first/last mile facilities to understand the risks and opportunities posed by climate change—in particular high heat exposure—at 12 stations.
California Air Pollution Control Officers Association GHG Handbook Client: Sacramento Metropolitan Air Quality Management District Laura Yoon, ICF Project Manager 916.737.3000  	Fehr & Peers	2020 – 2021	Developed CAPCOA's Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity, which was an update to their 2010 guidance. Fehr & Peers contributed to a new literature review of transportation strategies related to GHG and VMT reduction and identified the adaptation co-benefits of transportation strategies. The handbook is the industry standard for VMT and GHG mitigation measures, and it captures new research over the past decade and CEQA compliance advancements made to address Senate Bill (SB) 743.



Project, Client, and Contact	Team	Length of Time	Scope of Work
South Bay Cities Council of Governments (SBCCOG) CAPS, Land Use and Transportation Chapters Client: South Bay Cities Council of Governments Jacki Bacharach, Executive Director 310.377.8987  	Shannon Heffernan, Fehr & Peers	2017 – 2018	Partnered with SBCCOG and Fehr & Peers to create Land Use and Transportation CAPs for each of the South Bay cities. (Outreach Task Lead Shannon Heffernan, while at a previous firm)
Delta Climate Change Vulnerability Analysis Client: Delta Stewardship Council Morgan Chow, Sr. Environmental Planner 510.316.5026 	M.Cubed	2020 – 2023	Estimated the amount of economic assets and activity exposed to the hazards of increased climate volatility within the Sacramento-San Joaquin Rivers Delta and dependent on water exports.
Imperial County Climate Action Plan Client: Imperial County Transportation Commission Virginia Mendoza, Program Manager 760.592.4494 	M.Cubed	2019 – 2021	Prepared a cost effectiveness analysis of the individual proposed GHG emission control strategies for Imperial County and its individual jurisdictions.
Barriers, Perceptions, and Potential Solutions to Shipper Adoption of Zero- Emission Transportation Client: Environmental Defense Fund James Fine, Sr., Economist 916.710.3371 	M.Cubed	2022 – 2022	Identified barriers to adoption of zero-emission trucking and proposed solutions that can be encouraged and supported by investors with environmental, sustainability, and governance objectives.



7. QUALIFICATIONS, EXPERIENCE, AND ABILITIES

To address the City’s climate action and adaptation goals, we have assembled a carefully selected local team of experienced climate experts, sustainability planners, economists, transportation engineers, and outreach and engagement practitioners. We are a cohesive, interdisciplinary team with demonstrated success working together to address unique challenges related to GHG emissions reduction and climate resiliency in California. Given our success with ongoing and past projects, we feel well positioned to deliver an equitable plan that engages the City’s diverse group of stakeholders, incorporates innovative strategies, and is easily implemented.

Most notably, Dudek, Michael Hendrix Consulting, Fehr & Peers, and M.Cubed are currently working together with Yolo County to develop their CAAP, which will outline strategies to achieve negative carbon emissions by 2030 and promote holistic resilience while centering equity and a Just Transition. An initial milestone of this effort includes development of the Community Engagement and Equity Strategy to effectively engage groups critical to the plan’s success. Our tailored, multipronged engagement strategy mirrors the diverse group of stakeholders within the County, which includes the agricultural community, Tribes, businesses, youth, marginalized groups, as well as relevant agency partners such as County staff and the County’s Climate Action Commission. While still in progress, the final plan will include a comprehensive suite of cross-cutting strategies to address both mitigation and adaptation to efficiently leverage resources and achieve the County’s ambitious reduction goals.

Each member of the Dudek team is preeminent in their field and will contribute to the success of the multifaceted CAAP endeavor. Our individual teams’ strengths and accomplishments are summarized below.

DUDEK EXPERTISE

Dudek is staffed by more than 800 planners, urban designers, geographic information system (GIS) experts, CEQA practitioners, environmental specialists, civil engineers, contractors, and support staff. We assist developers, nonprofits, and agency clients on a broad range of projects that improve our clients’ communities, infrastructure, and natural environment. From planning, design, and permitting, through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests.

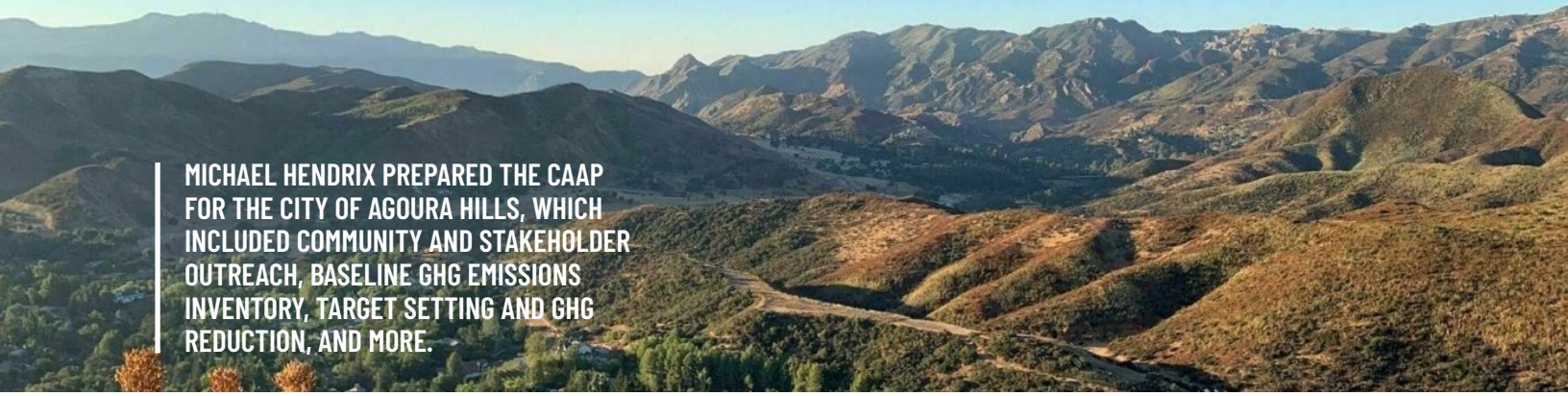
SUBCONSULTANT EXPERTISE

Michael Hendrix Consulting – Action Planning

Michael Hendrix Consulting (MHC) is a dynamic sustainability and climate action planning firm that provides individual solutions to each client, drawing upon 26 years’ experience on over 70 climate action plans (CAPs). MHC assists with high-priority projects where unique environmental compliance issues need innovative solutions.

MHC provides useful and implementable strategies within plans, programs, and projects that increase the health, welfare, and safety of communities. This reflects the firm’s belief that analyses and plans need to function in a coherent, efficient, and implementable fashion that fit the project, local government, and character of the community.





MICHAEL HENDRIX PREPARED THE CAAP FOR THE CITY OF AGOURA HILLS, WHICH INCLUDED COMMUNITY AND STAKEHOLDER OUTREACH, BASELINE GHG EMISSIONS INVENTORY, TARGET SETTING AND GHG REDUCTION, AND MORE.

Fehr & Peers - Traffic

Fehr & Peers partners with communities to understand and shape local transportation futures objectively tailored to diverse needs. The firm has performed climate-related modeling and mitigation services for more than 20 years and has worked on more than 50 climate action plans, including the those for the Cities of Santa Ana, Irvine, San Clemente, Laguna Beach, and Oxnard, as well as the Orange County Transportation Authority Rail Defense Against Climate Change.

Their climate mitigation work balances the need to travel with community reduction goals for GHGs and other pollutant emissions. Their adaptation work assists clients in imagining future alternatives that respond to a changing climate and long-term, community-identified mobility needs. Their resilience work supports clients in planning for and responding to transportation system disruptions caused by climate change and other natural disasters, to keep people connected to the places they need to go.

M.Cubed (SBE) - Economics

M.Cubed provides economic and public policy consulting services to public and private sector clients. Practice areas include project impact analysis, water and energy utility resource planning and ratemaking, resource use efficiency and conservation measures, regional economic modeling, natural resource allocation policies, and environmental plan preparation and review.

M.Cubed is familiar with the institutional settings and constraints that dictate policy choices in the environmental, energy, water, solid waste, utility regulation, agricultural, and economic development arenas. The firm regularly manages interdisciplinary teams of analysts to solve multifaceted policy problems. With access to a wide range of research and computing facilities, as well as extensive statistical, econometric, and mathematical model building capability, M.Cubed is well positioned to provide clients with the detailed analyses required by today's complex economic and natural resource policy issues.

M.Cubed's SBE certification is included with the required forms in **Appendix A**.

HELPING YOU PLAN, ADAPT, AND RECOVER

As communities strive to build resilience in the face of a changing climate, the Dudek team helps clients plan, adapt, and recover with an equity-focused lens. Climate resilience may take various approaches, but it always requires assessing risks and vulnerabilities, measuring readiness and adaptive capacity, and quantifying potential impacts to address how climate change will create new climate-related risks or alter current ones.

We help communities adapt to a changing climate by preparing customized guidance documents, toolkits, and policy recommendations. Choosing the Dudek team to support your goal gives you access to planners and scientists who bring a custom solution to any problem. Dudek specializes in equity planning, including environmental justice elements and transformative climate communities plans. Our comprehensive team of experts will help you achieve your climate resilience goals.

PUBLIC AGENCY KNOWLEDGE AND EXPERIENCE

Dudek has 43 years' experience with government agencies in Southern California and is well versed in the needs of local cities. We have built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced environmental professionals unique to each project.

We bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand government agencies' processes and apply our expertise within that structure, resulting in maximized efficiency without sacrificing valuable time and energy.

8. PARTICIPATION IN AND CONTRIBUTIONS TO LOCAL COMMUNITY

Dudek is committed to community involvement by implementing a variety of programs, including the following:

DuGood. Dudek's philanthropic initiative seeks to support the communities in which we live and work through charitable and volunteer contributions that support nonprofit organizations across the nation. Dudek donates 1% of our annual profits to invest in communities. Launched in 2015, our annual Team Challenge has seen 67 teams raise more than \$154,000 for 51 non-profit organizations whose causes the teams believe in. Dudek has matched more than \$64,000 in donations to these charities.

DuGreen. Dudek's green team works to improve our environmental footprint by establishing company-wide best practices and providing employee education. We support environmental organizations (such as Solana Center for Environmental Innovation and Computers 2 Kids San Diego) through event participation, donations, and employee education. Key personnel on this proposal prepared Dudek's Sustainability Plan, which is our company-wide strategy for reducing our environmental impacts.

eDucate. Dudek's educational outreach initiative aims to foster interest in careers in the environmental and engineering field by participating in educational events in our communities at local high schools, colleges, and more.



DUDEK IS COMMITTED TO CONTRIBUTING TO OUR LOCAL COMMUNITIES, DEMONSTRATED BY REGULAR STAFF TREE-PLANTING EVENTS IN COMMUNITIES NEAR OUR 18 OFFICES.

4 FINANCIAL CAPACITY

Dudek is a 100%-employee-owned corporation that has been profitable each year since its founding in 1980. The firm is in sound financial condition and has no financial issues that would impede our ability to provide the services sought for this contract. We have a strong, experienced, fiscally responsible management team.

Our reviewed financial statements are included with the required forms in **Appendix A**.

5 KEY PERSONNEL

The Dudek team is comprised of experienced, capable personnel who will be devoted to the City's CAAP. Key management personnel of the City's CAAP includes Project Manager Jennifer Reed, who will be responsible for day-to-day management and overseeing the CAAP. Deputy Project Manager Sarah Halterman will support Ms. Reed in management of key tasks.

Graphic Exhibit 3 outlines staff roles, functions performed, and lines of communication.

The Dudek team includes three members of the AEP Climate Change Committee, which provides statewide guidance on GHG emissions quantification, local climate action planning, and the relationship between GHG emissions and CEQA environmental review.

DUDEK HAS WORKED WITH AND IN THE CITY OF COSTA MESA FOR MORE THAN TWO DECADES, INCLUDING PROVIDING ENVIRONMENTAL SERVICES ON THE TALBERT REGIONAL PARK MASTER PLAN PROJECT. OUR TEAM IS CURRENTLY SERVING AS AN ON-CALL ENVIRONMENTAL CONSULTANT TO THE CITY.

Graphic Exhibit 3. Organization Chart

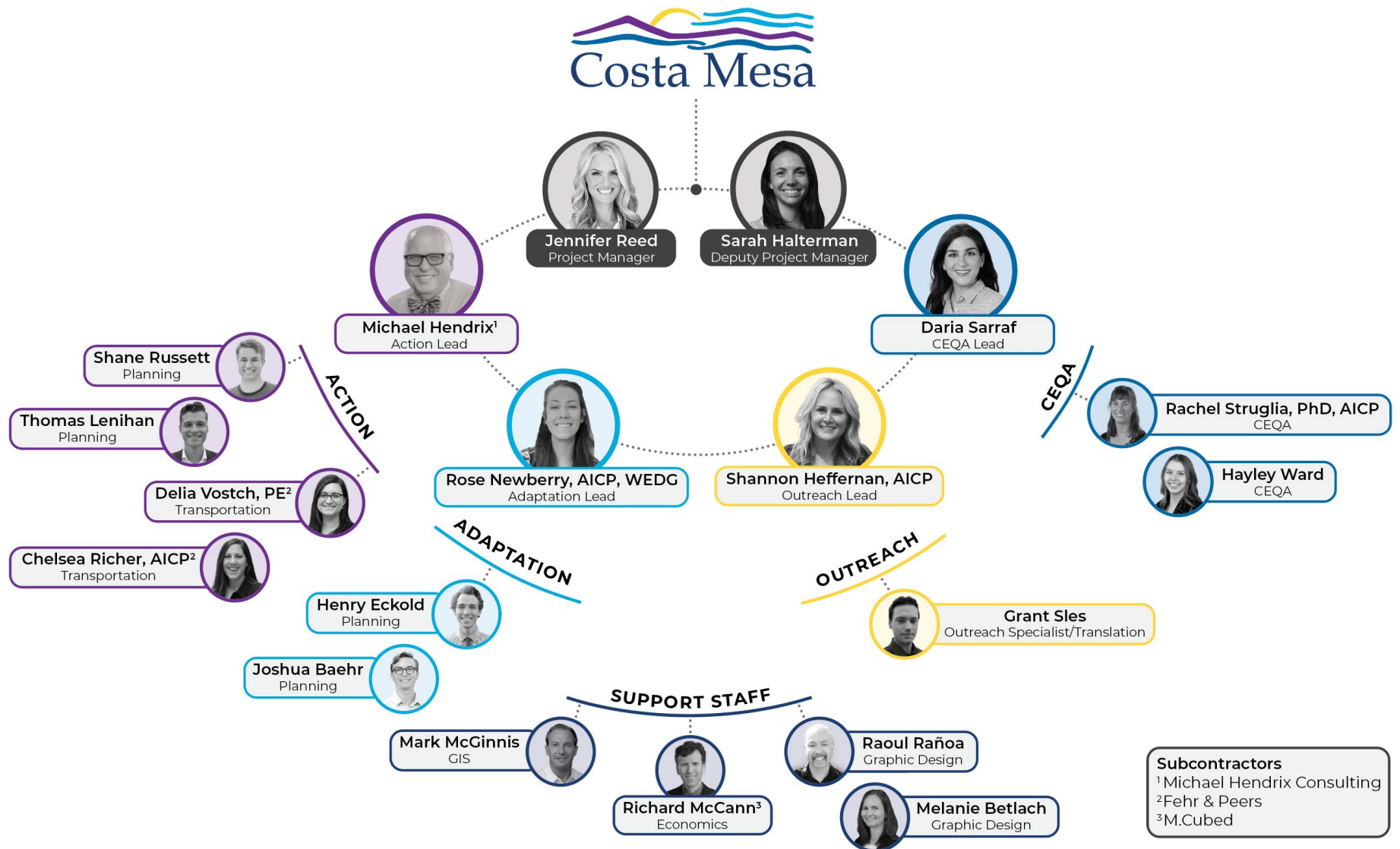


Table 3 details the Dudek Team's resumes.

Table 3. Resumes

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Project Management			
Jennifer Reed, Project Manager 949.373.8333 jreed@dudek.com	UC Santa Barbara BA, Environmental Studies BA, Geography	17 years Air quality, GHG emissions, planning, and team management	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ San Diego County Water Authority CAP Update ▲ Vacaville ECAS
Sarah Halterman, Deputy Project Manager 619.591.1373 shalterman@dudek.com	UCLA MA, Geography University of Maryland, College Park BS, Environmental Science and Policy: Global Environmental Change	10 years Air quality and climate change	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ San Diego County Water Authority CAP Update ▲ Carbon Storage and Sequestration Assessment for Four Watersheds of San Diego ▲ City of Coronado CAP
Action			
Michael Hendrix, Action Lead (Michael Hendrix Consulting) 760.244.1568 mhendrix@michaelhendrixconsulting.com	UC Riverside BS, Environmental Science	26 years Air quality, GHG emissions analysis, climate change analysis, and climate action planning	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ Agoura Hills CAAP ▲ Ontario Municipal and Community CAPs

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Shane Russett, Planning 510.601.2505 srussett@dudek.com	UC Berkeley BA, Atmospheric Science	3 years Biogeochemistry and atmospheric science	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ Newport Beach Newport Bay Crossing Project IS/MND
Thomas Lenihan, Planning 805.308.8537 tlenihan@dudek.com	UCSB MESM, Energy and Climate UCSB College of Creative Studies BA, Biology	2 years Energy demand analysis, carbon accounting, and environmental policy analysis	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ Surf Cup Sports Park EIR and Tech Studies
Chelsea Richer, AICP, Transportation (Fehr & Peers) 213.261.3082 c.richer@fehrandpeers.com	UCLA MURP University of Chicago BA, Environmental Studies and Public Policy	14 years Transportation planning	<ul style="list-style-type: none"> ▲ Oxnard CAP ▲ OCTA Rail Defense Against Climate Change ▲ La Cañada Flintridge CAP Update
Delia Votsch, PE, Transportation (Fehr & Peers) 949.308.6323 d.votsch@fehrandpeers.com	Drexel University BS, Civil Engineering	10 years Transportation engineering and planning	<ul style="list-style-type: none"> ▲ Laguna Beach CAP ▲ Western Riverside Council of Governments CAP Update
Adaptation			
Rose Newberry, AICP, WEDG, Adaptation Lead 971.930.1715 rnewberry@dudek.com	Cal Poly San Luis Obispo MCRP, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/ Natural Resources Planning	8 years Environmental justice and climate adaptation	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ San Diego County Water Authority CAP Update

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Henry Eckold, Planning 760.479.4823 heckold@dudek.com	Cal Poly San Luis Obispo MCRP, City and Regional Planning BS, Environmental Management and Protection	4 years Climate action/adaptation planning and general planning	<ul style="list-style-type: none"> ▲ Vacaville Energy and Conservation Action Plan Update ▲ Rialto CAP
Joshua Baehr, Planning 949.373.8328 jbaehr@dudek.com	UC, Irvine Master of Urban and Regional Planning (expected 2024) University of Arizona BA, Psychology	4 years Climate resilience, water pollution policy, and coastal resource management	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ SANDAG On-Call Climate Resilience Services
Outreach			
Shannon Heffernan, AICP, Outreach Lead 626.204.9827 sheffernan@dudek.com	USC Executive Master of Urban and Regional Planning Cal Poly San Luis Obispo BS, City and Regional Planning	16 years Community planning, visioning studies, and urban design	<ul style="list-style-type: none"> ▲ SBCCOG Land Use and Transportation CAP ▲ SCAG Other-to-Residential Toolkit
Grant Sles, Outreach Specialist/Translation 805.308.8523 gsles@dudek.com	UC Davis BS, Environmental Policy Analysis and Planning	4 years Housing policy, active transportation, and community engagement	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ UC Davis Campus Energy Conservation Plan
CEQA			
Daria Sarraf, CEQA Lead 949.373.8300 dsarraf@dudek.com	USC MA, Environmental Studies BM, Harp Performance	8 years Environmental planning, air quality, GHG emissions	<ul style="list-style-type: none"> ▲ LA County Department of Regional Planning Centennial Specific Plan Project EIR ▲ LA County Metro Area Plan PEIR

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Rachel Struglia, PhD, AICP, CEQA 949.373.8318 rstruglia@dudek.com	UC Irvine PhD, Environmental Analysis and Design Arizona State University MS, Justice Studies University of Connecticut BA, Anthropology	24 years Managing CEQA/NEPA documents	<ul style="list-style-type: none"> ▲ Laguna Hills General Plan EIR Five Lagunas Addendum ▲ Long Beach Haynes Generating Station Intake Channel Infill Project MND
Hayley Ward, CEQA 949.373.8320 hward@dudek.com	University of San Diego BA, Environmental and Ocean Sciences	2 years Environmental and ocean sciences	<ul style="list-style-type: none"> ▲ Newport Beach Newport Bay Crossing Project IS/MND ▲ Santa Monica City Yards Master Plan EIR Addendum
Support Staff			
Mark McGinnis, GIS 760.479.4298 mmcginnis@dudek.com	SDSU MA, Geography UC Santa Barbara BA, Geography	23 years Geospatial technologies and application development	<ul style="list-style-type: none"> ▲ SBCCOG Land Use and Transportation CAP ▲ Rancho Mission Viejo Company Initial Management Action Plan
Raoul Rañoa, Graphic Design 626.204.9832 rranoa@dudek.com	Cal Poly Pomona BA, Communications	24 years Visual storytelling, climate resiliency projects	<ul style="list-style-type: none"> ▲ Rialto CAP ▲ Yolo County CAAP ▲ DWR Prop 68 Technical Assistance Program: Communication, Engagement, Facilitation, and Technical Assistance for Tribal Governments and Unrepresented Communities

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Melanie Betlach, Graphic Design 760.479.4186 mbetlach@dudek.com	Academy of Art University MFA, New Media/Computer Arts UC Santa Cruz BA, Biology	22 years Graphic design, including branding, page layout, and outreach materials	<ul style="list-style-type: none"> ▲ Yolo County CAAP ▲ DWR Prop 68 Technical Assistance Program: Communication, Engagement, Facilitation, and Technical Assistance for Tribal Governments and Unrepresented Communities
Richard McCann, Economics (M.Cubed) 530.757.6363 mccann@mcubed-econ.net	UC Berkeley PhD, Agricultural and Resource Economics MS, Agricultural and Resource Economics BS, Political Economy of Natural Resources University of Michigan MPP, Institute of Public Policy Studies	38 years Economic consulting and vulnerability analyses	<ul style="list-style-type: none"> ▲ Delta Climate Change Vulnerability Analysis ▲ Imperial County Climate Action Plan

6 COST PROPOSAL

Dudek's cost proposal is submitted as a separate file.

7 DISCLOSURE

To the best of our knowledge, Dudek does not have any personal relationships to disclose. The following includes our current business with the City:

- ▲ City of Costa Mesa On-Call Environmental, Technical, and Staffing Consultant

Dudek does not believe our current environmental contract will impact the outcome of the selection process or our performance on the climate action and adaptation plan project.

8 SAMPLE PROFESSIONAL SERVICE AGREEMENT

Dudek proposes the following modifications to the City's Sample Professional Service Agreement:

- ▲ 6.9. Indemnification and Hold Harmless: Add the following sentence to the end of the paragraph: "Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness, or willful misconduct."

9 FORMS

The required forms are included in **Appendix A**.

EXHIBIT C
FEE SCHEDULE



Dudek Labor Hours and Rates Project																			Subconsultant Fees											
Project Team Role:		Senior Specialist III	Specialist III	Specialist V	Specialist II	Senior Specialist III	Analyst III	Analyst III	Analyst II	Director/Environmental	Specialist IV	Analyst II	Analyst I	Creative Services IV	Creative Services II	GIS Analyst IV	Senior Specialist III	Publications Specialist III												
Team Member:		Jennifer Reed	Sarah Halterman	Rose Newberry	Henry Eckold	Shannon Heffernan	Thomas Lenihan	Collin Paludi	Luis Valente	Rachel Struglia	Daria Sarraf	Tuesday Christopher	Analyst I	Raoul Rancoa	Creative Services II	Christopher Starbird	Mark McGinnis	Publications Specialist III	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	General Services		General Services		General Services					
Billable Rate:		\$235.00	\$175.00	\$195.00	\$165.00	\$235.00	\$125.00	\$125.00	\$115.00	\$285.00	\$185.00	\$115.00	\$105.00	\$175.00	\$140.00	\$170.00	\$235.00	\$115.00			Hours	Fee	Hours	Fee	Hours	Fee	OTHER DIRECT COSTS	TOTAL FEE		
Task 1	Project Management and Work Plan	50	50	2	2	2	2	2		2	2								114	\$23,130.00	26	\$5,090.00			2	\$390.00		\$28,610.00		
Task 2	Data Collection, Existing Polices Review, and Best Practices Research	4	6	2	6		12	10	10				10						60	\$8,320.00					6	\$1,170.00		\$9,490.00		
Task 3	Stakeholder Engagement and Community Outreach Strategy	12	14	16	30	36			30									6	144	\$25,940.00							\$2,000.00	\$27,940.00		
Task 3	Public Engagement (Continued)																													
3.2	Pop-Ups and Events	2	4		4	8			20										38	\$6,010.00								\$6,010.00		
3.3	Open House	2	4		4	8			20										38	\$6,010.00								\$6,010.00		
3.4	Marketing Materials Generation	4	4		4	8									36				56	\$9,220.00								\$9,220.00		
3.5	Survey	2	2	2		2			16										24	\$3,520.00								\$3,520.00		
Subtotal Task 3		10	14	2	12	26			56						36				156	\$24,760.00								\$24,760.00		
Task 4	Greenhouse Gas Emissions Inventory	12	32				38	32											114	\$17,170.00	36	\$7,470.00				56	\$10,920.00		\$35,560.00	
Task 5	Future Emissions Scenarios and GHG Reduction Wedge Analysis	6	20				20												46	\$7,410.00					12	\$2,340.00		\$18,210.00		
Task 6	GHG Emission Reduction Measures	12	32		10		50	40										4	148	\$21,780.00	115	\$20,020.00		60	\$12,000.00		62	\$12,090.00		\$65,890.00
	Vulnerability Assessment and Adaptation Measures																													
Task 7	Measures	4		26	36				50				70		16		2	16	220	\$29,600.00								\$29,600.00		
Task 8	Implementation Plan	10	12	10	12		20	16	16				16					6	118	\$17,090.00				84	\$16,800.00		16	\$3,120.00		\$37,010.00
Task 9	Climate Action and Adaptation Plan																													
9.1	PDF Plan	26	30	12	20		26	26	28				18	15	50			62	313	\$45,365.00						28	\$5,460.00	\$2,000.00	\$52,825.00	
	Presentation of Draft and Final CAAP support																													
9.2	Website Communication Plan	16	16																32	\$6,560.00								\$6,560.00		
9.3	Website Communication Plan	6	8	2	8		8							30	20	30		10	122	\$19,820.00								\$11,360.00		
Subtotal Task 9		48	54	14	28		34	26	28				18	45	70	30		72	467	\$71,745.00								\$2,000.00	\$79,205.00	
Task 10	California Environmental Quality Act Analysis	8	4					24		16	50	124						40	266	\$38,250.00									\$38,250.00	
Task 11	Progress Monitoring and Reporting	10	20				10	10										10	60	\$9,500.00						64	\$12,480.00		\$21,980.00	
Task 12	Marketing and Communications Plan	6	6	4	6		6	6						10	10	10		64	\$10,580.00									\$10,580.00		
Total Hours		192	264	76	142	64	192	166	190	18	52	124	114	55	132	40	2	154	1977											
Total		\$45,120.00	\$46,200.00	\$14,820.00	\$23,430.00	\$15,040.00	\$24,000.00	\$20,750.00	\$21,850.00	\$5,130.00	\$9,620.00	\$14,260.00	\$11,970.00	\$9,625.00	\$18,480.00	\$6,800.00	\$470.00	\$17,710.00		\$305,275.00		\$32,580.00		\$28,800.00		\$47,970.00	\$4,000.00	\$418,625.00		
Percent of Hours (Base)		10%	13%	4%	7%	3%	10%	8%	10%	1%	3%	6%	6%	3%	7%	2%	0%	8%												

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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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;

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- 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.