

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ENDEMIC ENVIRONMENTAL SERVICES INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ENDEMIC ENVIRONMENTAL SERVICES INC., a California 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 provide biological maintenance and management services, 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 Exhibits "A" and "B" 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 Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Prevailing Wage Requirements. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant shall comply with all applicable Prevailing Wage Laws in connection with the services provided pursuant to this Agreement. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.3. 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.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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 incorporated herein (the "Fee Schedule"). Consultant's annual compensation during the initial two-year term of this Agreement shall not exceed Three Hundred Twenty-Two Thousand Five Hundred Ninety-Five Dollars (\$322,595.00). Thereafter, Consultant may request in writing at least thirty (30) days prior to the expiration of the initial two-year term, or any extension period, an extension and an increase in compensation based on the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the November index for the current year and the November index for the preceding year. Consultant's written request shall include reference to the CPI index, the percentage CPI increase, and Consultant's revised fees and compensation based on such CPI increase. The increased fees shall be effective on the first day of any extension period and shall not be increased during any extension period.

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 Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on January 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) 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 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.

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:

Endemic Environmental Services Inc.
1100 W. Arroyo Ave.
Fullerton, CA 92833
Tel: (714) 393-6249
Attn: Barry Nerhus

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5135
Attn: Kelly Dalton

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 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 agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Barry Nerhus
President

Date: _____

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Kelly Dalton
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Jason Minter
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The City of Costa Mesa is interested in receiving proposals for the services of a qualified consultant(s) to perform maintenance, management and biological services for the 208-acre Fairview Park in the City of Costa Mesa located at 2525 Placentia Avenue, Costa Mesa, CA

I. INTRODUCTION

Fairview Park is the City's largest park, hosting 195 acres of natural open space area and 13 acres of passive parkland for a total of 208 acres. Within the 195 acres of open space, there are two Native American Nationally Registered Historic Sites, and four distinct habitat ecosystems that are home to many rare and endangered plant and animal species. These sensitive habitats require local, state, and federal regulatory compliance for protection and preservation. Recent bird surveys have indicated over 130 different species of birds using the park. The City's land management of Fairview Park requires balancing the protected habitats and public uses of the park (7 miles of trails and other passive uses).

Around 2005 the City of Costa Mesa began efforts to restore and enhance the unique habitats of the park by accepting mitigation projects from other entities. Past projects include a portion of the largest vernal pool, Canyon slopes, CA Coastal Sage Scrub, and installation of the 40-acre wetlands. Currently the Parks Department is managing restoration projects with consultants for a smaller vernal pool area, finishing the wetlands biological monitoring period and closing Conservation Easement responsibilities, and training volunteers for non-native removal exercises. The management of these current projects is not to be included in the current scope; however, the scope does include planning/scheduling the outstanding opportunities for future restoration sites, and identifying funding strategies / sources for future efforts.

In 2018 the City initiated a proactive management plan in the wetlands that includes several approaches to mosquito abatement efforts, encampment clearings, and completion of a recent (2020) "Wetlands Comprehensive Evaluation" by Dudek, that identifies and makes recommendations for environmental and water system issues in the 40 acres. Continuation and advancement these efforts is within the scope of this project.

A. General Goals:

The City of Costa Mesa is seeking a consultant(s) with a strong background in open space and native habitat park management and maintenance. The management requires strong knowledge of the various habitat types and experience / qualifications with biological regulations for species of special concern (including San Diego and Riverside fairy shrimp, CA gnatcatcher, Least Bells' Vireo, and numerous protected plant species).

The different maintenance and management areas of the Park intended to be addressed by this scope are (A=acres):

- Approximately 50 A of Grasslands which support native grass scrub including Southern Tar Plant, Purple Needle Grass, and Burrowing Owls
- 40 A of riparian habitat and 6 A of constructed pond and channel wetland system (cleans urban run-off) under Conservation Easements
- Vernal pool complexes totaling 35 A of watershed area and 4 A of pools under restoration permits from US Fish and Wildlife Services
- Approximately 80 A of Bluff, Canyon & Coastal Sage Scrub areas

The City of Costa Mesa considers the regulatory responsibilities and future management of the environment at Fairview Park a priority. This RFP represents an opportunity for the right consultant(s) to collaborate with the City for the maintenance and upkeep of this valuable open space. The successful consultant(s) will work closely with City staff on a daily/weekly schedule as required, for maintenance and oversight, for providing quarterly and annual area reports, and for developing strategies for the future.

The contract period will cover October 1, 2021 -October 1, 2023 (An initial 2-year term with options for three - one-year annual renewals). (Managing the Archaeological sites, public use, and manicured park (13 A) are not a part of this bid).

B. Minimum Consultant Qualifications:

The key project staff, furnished by the consultant and sub-consultants, must have at least five years' prior experience on similar types of projects. All consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, knowledge of biological regulations for flora and fauna of Southern CA, adequate staffing, and understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall include the following:

- A statement of project understanding containing any suggestions to improve the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work that you feel are necessary for the successful completion of the project.
- A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and telephone number(s), year completed, and project cost.
- A list of key staff and their qualifications, experience, and any additional certifications or authorizations staff may have from regulatory agencies dealing with flora and fauna of Southern CA.

A. Fee proposal will be submitted on a separate file .

III. SCOPE OF CONSULTANT SERVICES

The City of Costa Mesa ("City") anticipates a need for biological management, environmental services, maintenance, and future restoration planning for the following categories within Fairview Park over the course of the agreement term.

A. The most active management area of the park is the Fairview Park Wetlands and Riparian Habitat, a constructed wetlands mitigation site built between 2005 and 2011 experiencing periods of rapid emergent vegetation growth requiring consistent management of algae, cattail, and bull rush (seasonal/daily/weekly). The interior wetland-mitigation landscape is not open to the public, but has maintenance trails for crews and for regular OC Vector Control mosquito abatement applications. There are public trails that surround the ponds, and provide limited access for public use. Example tasks will include but are not limited to:

- Monitoring and managing water depth in channels and flow between ponds via connecting weirs
- Monitor water changes and conditions; adjust water flows to prevent formation of mosquito habitat and other undesirable environmental conditions
- Keep ponds and channels clear of algae and standing water
- Continual maintenance of cattail trimming / thinning / mowing
- Improving vector and maintenance access around the ponds and channels
- Seasonal removal of emergent vegetation
- Trimming of overhang on tree canopies and removal of downed trees

B. Other park habitat maintenance and management needs include:

- Invasive species identification, mapping, and removal.
- Native species identification, mapping, and recommendations/implementation of protective management practices.
- Small tree and shrub removals.
- Small park amenity repair needs, removal of trash, and assistance with occasional installation projects (fencing, trail repair).

C. Wildlife Management and Monitoring includes tasks for protected species:

- Wildlife monitoring (for endangered and listed species, seasonal listings, migratory, nesting, etc),
- Conduct bird nesting surveys and observations
- Rare and invasive species plant monitoring

D. Assisting City staff with environmental compliance and stewardship issues such as:

- On-site strategic evaluation of existing habitats and potential for future habitat improvements within the Park and/or with adjacent natural areas.
- Migratory Bird Treaty, Federal Endangered Species Act, CA Endangered Species Act, CEQA, and Waters of the U.S. classifications.
- Developing strategies for future open space management, habitat conservation, funding potential, and appropriate compatible public uses.
- Conducting bird nesting surveys throughout the City Park system and other landscapes.

IV. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing all available maps, plans, reports, and recordson file.

V. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS

Each consultant must inform themselves fully to the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

VI. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a consultant and award a contract. All insurance must be submitted and approved prior to the award of the contract.

EXHIBIT B
CONSULTANT'S PROPOSAL



Endemic
Environmental Services

BIOLOGICAL MAINTENANCE AND MANAGEMENT SERVICES (TECHNICAL PROPOSAL)

RFP 22-01

Submitted to:

**The City of
Costa Mesa**

Submitted by:

**Endemic
Environmental
Services Inc.**

August 20, 2021





August 20, 2021

Mike Fuentes
Finance Department
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA

**Subject: Request for Proposal (22-01) for Biological Maintenance and Management Services
(Technical)**

Endemic Environmental Services (Endemic) is a certified Disadvantaged Business Enterprise (DBE) and is pleased to submit this proposal to be your biological maintenance and management services consultant. We bring a level of in-depth understanding and experience to offer the City of Costa Mesa (City) the following advantages and benefits:

Understanding the Scope of Work. Endemic has served for the past 12 years as on-call consultant for Fairview Park (FVP) for the maintenance of the wetlands and restoration. We have developed a keen understanding of the tasks, deliverables, and expectations that are associated with this RFP, and we have built an integrated team of professionals dedicated to specifically addressing the unique needs and services of Fairview Park. We stay current on environmental issues and address any community concerns through outreach, documentation, and compliance. We support the City's environmental compliance with state and federal regulations regarding the protection of endangered species, threatened species, species of special concern, and other habitats.

On-Call Biologists with Local Experience. We will work seamlessly with the City Parks staff to produce the required biological monitoring/ oversight of general environmental conditions at FVP, coordinating with City staff, and taking care of FVP sensitive and native habitat areas.

We have performed services identified in the Scope of Work that includes:

- Sensitive/Protected Habitat and Species Assessment
- Monitoring of water flows within FVP system, including the wetland ponds, vernal pools, and channels, water quality testing, removal of non-native species including algae, cattail and bulrush
- Wildlife and Habitat Educational Training, including development of FVP wetlands database
- Habitat Restoration and Plantings through hydroseeding
- Landscape Maintenance and Tree Protection Services
- Mitigation measures compliance, including surveillance for vandalism and trespassing
- Data Collection/evaluation and preparation of special reports to be submitted to regulatory agencies and council members

Highly Qualified Project Team. We have evaluated your project needs and have assembled a team of in-house biologists, trained restoration specialists and permitting staff to address the needs of FVP. We have partnered with Brightview Landscaping who has served as your on-call landscaping staff on several



projects. We also utilize new technologies, including drones (UAV), to support the surveillance of vandalism and trespassing at FVP. We feel that our team can address the complex issues through the analysis of your project and by developing practical solutions to address the current issues of concern.

Cost Effective and Efficient staff. We have extensive local and regional experience in similar projects to the scope of your project, addressing water quality issues, water conveyance for lakes and ponds, ornamental water features and wetland habitats, as well as knowledge of water aeration, vector control measures, wetland delineation, and habitat health and functionality assessments. Our project portfolio includes Irvine Ranch Water District's Natural Treatment System and Orange County Water District's Prado Basin.

The Expertise to Develop Innovative Solutions. We feel that we have the in-house knowledge and expertise to complete your study, provide clear deliverables and restoration results, develop recommendations, create innovative solutions and prescribe appropriate remedial measures to address the current site conditions. We understand that the functionality of the water quality system and the conveyance of water through the project is critical to the health and survival of the wetland mitigation and revegetation areas.

I am the Founder and President of Endemic. I have a MS degree in Biology and teach at the University of California, Irvine. I also hold several certificates and licenses from California Department of Fish and Wildlife (CDFW) and US Fish and Wildlife Services (USFWS). I am also certified as a Qualified Stormwater Protection Designer/Practitioner (QSD/P). I have managed numerous biological monitoring and habitat restoration projects. I also conducted biological surveys and produced reports for more than 15 years of my career.

I am authorized to negotiate with the City on behalf of Endemic and I am authorized to submit this proposal on behalf of Endemic. If you have any questions, please contact me at 714-393-6294 or bnerhus@Endemicenvironmental.net.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Nerhus'.

Barry Nerhus, President, Endemic Environmental Services, Inc.
1100 W Arroyo Ave., Fullerton, CA

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BACKGROUND AND PROJECT SUMMARY

Fairview Park is the City's largest park, hosting 195 acres of natural open space area and 13 acres of passive parkland for a total of 208 acres. Within the 195 acres of open space, there are two Native American Nationally Registered Historic Sites and five different habitat ecosystems which are home to many rare and endangered plant and animal species. These sensitive habitats require local, state, and federal regulatory compliance for protection and preservation. FVP also offers users multiple passive recreational opportunities such as picnicking, wildlife viewing, and more than seven miles of trails for walking or bicycling. The City's management of Fairview Park requires finding balance between the protected habitats and public uses.

On April 4, 2017, the City Council approved a Professional Services Agreement with Endemic to provide contract services at Fairview Park from April 4, 2017 - April 3, 2020, which was extended for four more months up to September 2021. This contract was approved to provide biological, management and maintenance services at Fairview Park. Our scope included a special wetlands project to remove excessive vegetation and algae from the wetland ponds and to assist with water flow and minimization of breeding area for mosquitos. In addition, it has become necessary for Endemic to perform daily wetland services rather than quarterly, and to assist with monitoring and restoration of the site.

Endemic understands that the Parks & Community Services Department of the City needs a comprehensive performance evaluation of the Fairview Park wetlands and riparian habitat areas, including the ponds and water delivery and conveyance systems. We understand that this evaluation is primarily a wetland engineering analysis intended to evaluate the hydrological, structural, and operational efficiencies of the ponds, water conveyance systems, and water treatment facilities which provide water quality benefits through the treatment of dry weather urban runoff, as well as supplying a water source for the wetland mitigation/riparian habitat areas.

Other important components of the project include an understanding of the biological resources, an evaluation of vector control issues, the health of the overall system, and an understanding of the habitat mitigation/revegetation components of the project, which might pose constraints on the development of remedial solutions. This analysis would look at the current functionality of the water distribution and conveyance systems, including delivery systems, ponds, channels, and structural components, in comparison to the original design and to determine how the current challenges can be remedied without adversely affecting the wetland/riparian mitigation areas. These issues need to be evaluated and analyzed in detail so that practical solutions can be developed that are the least environmentally damaging from a CEQA/NEPA perspective while supporting the long-term goals of the overall project.

Endemic has a strong background in open space and native habitat park management and maintenance. The management requires strong knowledge of the various habitat types and experience/qualifications with biological regulations for species of special concern (including San Diego and Riverside fairy shrimp, CA gnatcatcher, Least Bells' Vireo, and numerous protected plant species).

The different maintenance and management areas of Fairview Park that will be addressed by this scope are:

- Approximately 50 acres of Grasslands which support native grass scrub including Southern Tar Plant, Purple Needle Grass, and Burrowing Owls
- 40 acres of riparian habitat and 6 acres of constructed pond and channel wetland system (cleans urban run-off) under Conservation Easements
- Vernal pool complexes totaling 35 acres of watershed area and four acres of pools under restoration permits from US Fish and Wildlife Services
- Approximately 80 acres of Bluff, Canyon & Coastal Sage Scrub areas.

We understand that successful achievement of project goals and objectives is very important to demonstrate success and sustainability to the stakeholders and agencies that participated and helped fund this project. Our analysis and design solutions will consider all site and environmental conditions so that the solutions that are reached are the least environmentally impactful and can comply with the jurisdictional and resource agency permit requirements and expectations.

METHOD OF APPROACH

1. *Implementation Plan*

Over the last 12 years, the Endemic Project Team has developed a successful implementation plan for managing the natural resources at Fairview Park. These methods include a streamlined chain of command with our internal team that quickly and frequently communicates with the City staff through the appropriate channels so that pertinent information is distributed effectively to ensure that the Park is managed in a responsible and effective manner. Endemic uses staff that have 4-12 years of experience working at Fairview Park with City staff and the community. Our approach integrates Project Management Plans (PMPs), detailed schedules, budget controls, and a frequently updated Priority Task List that delegates the specific work tasks outlined to complete the Scope of Work. The Gantt Chart provided in Section 3 breaks down our work methodology into tasks, task owner, duration, and timeline to ensure that each objective is met. Our Project Management Team conducts bi-weekly Site Inspections, coordinates with the Endemic Field Crew, and documents progress of these restoration areas and the biological services that are described in this RFP.

Endemic submits a monthly report of all of our tasks and duties to ensure that the City has a transparent record of the management of Fairview Park. This report includes biological surveys, wetland management and maintenance, trespassing surveillance, and overall habitat health and assessment. Photo documentation and two-way communications ensure that services such as the cattail and algae removal, weir clearing, and wetland inspections are documented on a daily basis. Endemic appreciates the multiplicity of stakeholders that utilize Fairview Park, from casual hikers and bike riders to active organizations like the Sea & Sage Audubon Society. We manage stakeholder priorities to maintain balance between stakeholder interest and ensure that all parties' needs are met.

The Endemic Field Crew understands that they act as representatives of the City and greater Costa Mesa community and accordingly, while in the field, we maintain friendly communal interactions with all stakeholders. Endemic treats all public concern as a top priority, and we work hard to ensure that park stakeholders feel listened to and supported. Endemic also attends the Fairview Park Steering Committee Meetings and delivers presentations to committees, staff, and the community on the overall health and general information about Fairview Park. Endemic also works in conjunction with the Institute for Conservation Research and Education (ICRE) to host environmental outreach events and provide accessible environmental education for volunteers, community members, and participants of all ages.

Endemic will provide clear and timely deliverables, attend necessary committee meetings (upon request), and ensure that all pertinent City staff are updated and aware of any challenges that may be foreseen for Fairview Park. The Project Management Team monitors the progress of all biological services and tasks and understands the complex seasonal shifts in priorities throughout the park for any given year. Endemic intends to use our highly experienced and knowledgeable team to manage the Park with the intimate detail that has been developed over the many years of work at the park.

By training our team in a variety of fields from trimming and cutting to native plant identification and nesting bird surveying, we internally build the skills of our field crews to support all services that are required for the biological responsibilities at Fairview Park. Our team integrates cutting edge technologies to facilitate real-time communications and high-quality documentation. For example, the Endemic Environmental Drone Team can now use its drone technology for wildlife surveillance (i.e. bird nests, coyotes) and trespassing (i.e. illegal fishing, trespassing encampments) to gather and report information that allows the Park and City to manage wildlife and maintain public safety for the Public use of the park and compliance with environmental laws and regulations.

2. Scope of Work

Endemic has performed Biological Maintenance and Management Services at Fairview Park for the last 12 years. In alignment with the Scope of Work, Endemic monitors and manages the water depth and flow throughout the wetlands. This task includes keeping the channels and weirs clear of algae and trimming emergent vegetation to reduce mosquito habitat and maintain flow throughout the ponds and channels. Endemic monitors and adjusts flow entering the wetland pond area. Endemic has been inspecting and removing blockages 1-2 times per week and manipulating channel pressure to ensure continued flow. The longer summer photoperiod leads to increased algae growth throughout many of the ponds, and increased algal control is initiated during this period. The algae can slow the water movement throughout the ponds if left unattended. Endemic staff continues to monitor algae, push out blockages, and clear the weirs from algae build up and from storm debris.

Endemic staff monitor water quality to maintain healthy biological parameters and to prevent major problems that may affect the surrounding habitat. As part of our Water Quality Monitoring program we take measurements for dissolved oxygen, temperature, salinity, pressure, and total dissolved solids in order to inform water management actions for each pond. The water levels in the ponds have remained consistent and Endemic staff continues to make adjustments when needed for water level stability.

Bulrush, cattails and algae are natural features of a wetland, but in order to keep the ponds flowing as designed and in order to keep the mosquito population as low as possible, management of these native vegetal species are often required. The Endemic Field Team is responsible for thinning, trimming, and clearing cattail and bulrush in the channels and around the connecting areas of each pond. Endemic staff will also clear paths for Vector Control access and trail maintenance. During the nesting season, each vegetated area is inspected for nests and nesting activity prior to cutting in order to avoid and mitigate potential impacts to native wildlife. Endemic advises when environmental compliance is required in regard to habitat management. Before any trail maintenance or mowing services start at Fairview Park, a survey is conducted to prevent sensitive plant and animal species from being harmed.

Endemic has a breadth and depth of experience in native and non-native plant community management. Currently, Endemic Staff applies hand pull weeding techniques, native identification and mapping, and non-native species management to prevent any further spread of the non-native species. The Field Crew has meticulous shrub and small tree removal techniques that minimize impact

to sensitive biological resources. These non-native removal efforts have demonstrated continued success throughout the site. The native plant species have gradually started to out-compete the non-native plants and current sections of the coastal sage scrub habitat and southwestern tar plant areas now have less than 1-3% coverage of non-native species. The ENDEMIC Field Team has worked closely with southern tar plant expansion and oak tree restoration and both habitats continue to show growth and enhancement each year.

The Endemic Biological Resource Team conducts nesting bird surveys, least Bell's vireo surveys, coastal California gnatcatcher surveys, burrowing owl research, vernal pool mapping and protection, rare plant surveys, and biological monitoring throughout the project. The primary goal of this project is to restore and provide native habitat for birds and other wildlife by increasing plant diversity. Endemic biologists continue to monitor the increasing wildlife usage throughout the wetlands and coastal sage scrub areas to determine restoration success. The Phase II area now provides continuous habitat for an impressive diversity of nesting birds, waterfowl, shorebirds, passerines, and raptor species. There are several sensitive species that utilize the wetlands. These species range from summer residents such as the least Bell's vireo, yellow-breasted chat, California least tern, and yellow warbler to winter/year-round residents such as the California gnatcatcher, northern harrier, and Cooper's hawk. This past year, a native southwestern pond turtle (*Actinemys pallida*) was also found in pond D of the wetlands, indicating that these ponds can support native herpetofauna. Endemic provides survey reports, sensitive species flagging and mapping, and cooperative biological monitoring in order to ensure the Park's compliance with the protection of these rare and sensitive species.

Endemic will assist the City in completing OCTA deliverables and maintaining environmental compliance for with the Migratory Bird Treaty Act (MBTA), Federal Endangered Species Act (FESA), California Endangered Species Act (CESA), CEQA, and Waters of the U.S. Jurisdictions and Certifications. Endemic will monitor the Phase II wetland and oak tree restoration site and submit reports for the City of Costa Mesa's records. This is included in both Quarterly and Annual Reports. Endemic monitors the habitat conditions at the park, alerts the city on any concerns, and provides recommendations, especially in sensitive areas. Site Inspections and Habitat Assessments of Fairview Park are frequently conducted by the Project Manager to monitor and observe landscape maintenance needs, invasive species in restoration areas, vandalism, and trespassing issues. Habitat assessment maps are then created to illustrate non-native species coverage, seasonal changes, and vegetation management that has been conducted throughout the Phase II Site. Additionally, Endemic documents vandalism and trespassing, trash and other non-compliance issues, which is communicated to the City in order to inform management actions. Endemic Project Managers are readily available for meetings with the City to discuss open space management strategies, habitat conservation, and public usage and participation.

The Project Manager will record and report any act involving property damage, such as graffiti and/or property defacement. The Endemic Staff will often work with the City staff to support amenity repair and installation projects for trail fencing, signage, and protection measures in environmentally sensitive areas like the vernal pools. In addition, Endemic will report illegal trespassing in the wetland

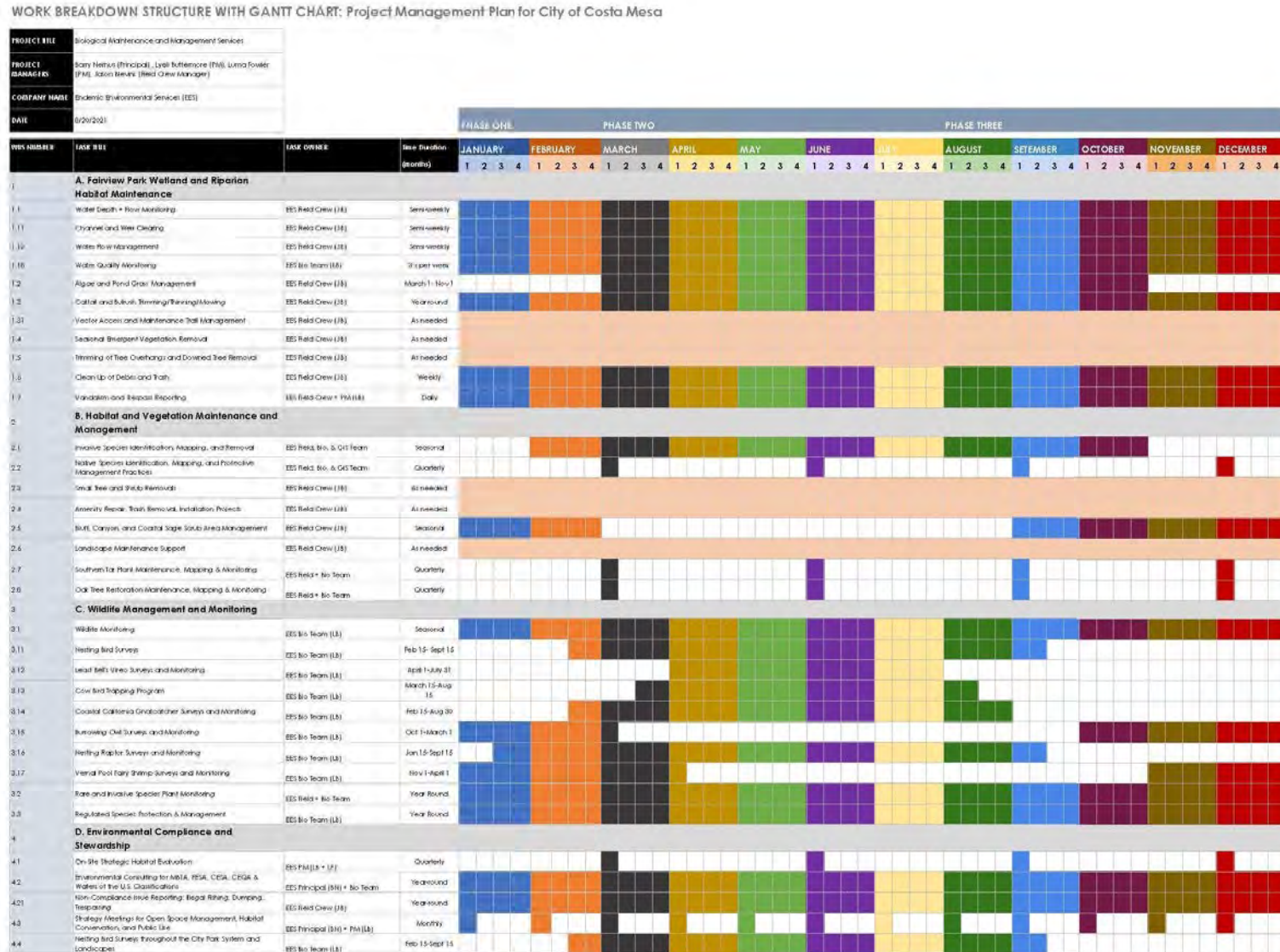
and surrounding areas. Endemic documents and coordinates with the City for any act involving non-compliance in the restoration areas and sensitive habitat areas. Trash has been markedly reduced within the wetland channels thanks to cooperation with the City's consistent clean-up efforts. Endemic provides maps, photographs, and general data management of biological efforts when requested by the City.

3. Schedule

Figure 1 shows the Gantt Chart for the project schedule, deliverables, task durations, and an annual timetable of completion.

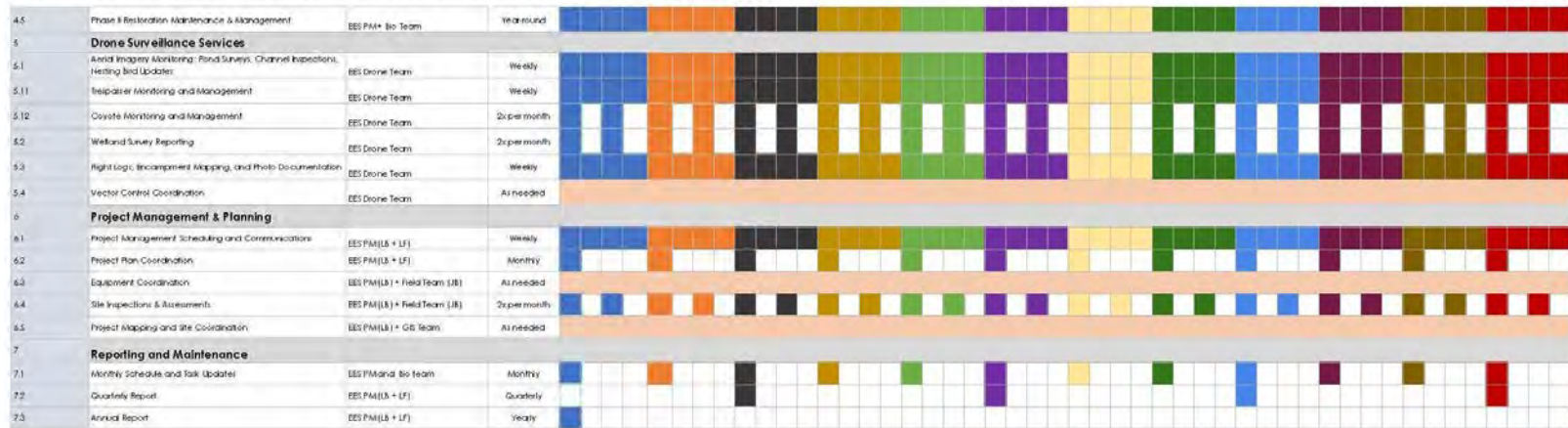
RFP for Biological Maintenance and Management Services (22-01)

Figure 1



RFP for Biological Maintenance and Management Services (22-01)

WORK BREAKDOWN STRUCTURE WITH GANTT CHART: Project Management Plan for City of Costa Mesa



4. Specific Tasks with City Staff

Endemic will consult with City staff in order to ensure environmental compliance and establish maintenance priorities, park event preparation, and clean-up efforts throughout Fairview Park. We will work with the City for specific task orders, budgets, and approvals as needed to properly complete all tasks listed in the Scope of Work. Endemic staff will communicate with the City regarding any biological management issues that arise and will coordinate with Priority for vegetation maintenance and nesting bird survey scheduling. Endemic will coordinate with the City to schedule these meetings and to schedule any upcoming mowing or trimming activities during the nesting bird season.

The City clean-up efforts have proven to be highly effective in coordination with Endemic for preventing trespassing, reducing illegal fishing and littering, and protecting the wetland areas. The Endemic Drone Team will continue to provide wetland monitoring and update the City and neighboring local municipalities. We will also work with Orange County's Vector Control through the drone services and cattail, bulrush, and algae management services to ensure that the mosquito populations are kept in control. We will work closely with the City Parks and City Yard for proper vegetation disposal and any additional landscape management support work that is needed at Fairview Park.

5. Additional Innovative Services

As an experienced land management company, Endemic understands that special issues and problems can arise when managing large open spaces. There are many known land management challenges such as trespassing, litter, encampments, fires, and flooding. In order to effectively monitor and manage this, Endemic has an established Drone Aerial Surveillance Program that provides maximum efficiency, safety, and performance capabilities while increasing operation cost efficiency.

The Endemic Drone Team can provide continuous aerial imagery monitoring through pond surveys, channel inspections, trespasser reporting, and nesting bird updates. The drone surveillance documents seasonal changes in native vegetation establishment, algae growth, and nesting activity for migratory birds such as the white-faced ibis. Aerial wetland surveys and thermal surveys report any encampment activity, trespassers, graffiti, littering, fish die-offs, habitat destruction and potential fires throughout the wetland. The drone services can also provide aerial overwatch with thermal technology to allow first responders and maintenance crews to approach these areas safely and securely.

Flight logs, encampment mapping, and photo documentation synthesize this data will be sent to the City and local municipalities to coordinate clean-up efforts, vegetation maintenance, and wildlife protections throughout the wetlands. The drone surveys also provide coyote monitoring and

management in order to keep the public safe while allowing this species to provide important top-down regulation for the surrounding ecosystem.

Endemic is also able to provide a variety of additional restoration services thanks to our extensive background with native habitat restoration techniques. These additional services include hydroseeding as a form of initial planting and erosion control, aquatic and wetland restoration services, and plant tissue culture growing techniques. Through our partnership with Tree of Life Nursery, we are able to provide high quality plantings from seed and as plantings on a massive scale. Our diversity of techniques and specific restoration focus allow us to provide new solutions to environmental restoration projects. We also partner with UC Irvine to research restoration science techniques that maximize resource efficiency and survival rate efficacy. Restoration work often comes with challenges and low planting success rates, but our adaptive management and helpful partners have tremendously increased our survival and sustainability rates for successful restoration. We can provide these new solutions that are on the cutting edge of restoration science.

6. City of Costa Mesa Hiring & Recruitment

Endemic is dedicated to supporting former City employees. Endemic and providing work for continued City services amidst these uncertain times. Endemic Staff come from a variety of diverse backgrounds and future recruitment or hiring will prioritize former City employees. We will happily consider any former City employees who have experience in the environmental field and interest in wetland management and maintenance.

Endemic values the internal experience and knowledge that City workers provide as part of our team. We are always receptive to new partnerships with the hiring process. We have hired City of Costa Mesa employees in the past and provided them with training and environmental education to strengthen the foundation of skills for our team. There are many ways to build these skills for those who express interest but do not have experience in the trade.

Endemic hosts City and Community Outreach Events with ICRE such as Community Habitat Restoration Events, Wildlife Education Programs, and Park Tours for all aspiring biologists and restoration ecologists and for participants of all ages.

QUALIFICATIONS AND EXPERIENCE OF FIRM/TEAM

Endemic Environmental Services, Inc. (Endemic) -- Prime

Endemic is a renowned multidisciplinary environmental consulting firm that serves public and private sector clients. ENDEMIC is a California S-Corporation established in 2011. Our main office is located at 1100 W. Arroyo Ave., Fullerton, CA 95933.

We have the following licenses and certifications: Costa Mesa Business License: 55948 • Federal ID: 45-2486277 • California # C3382992 • Certified DBE/Caltrans CUCP #46698, DGS SBE-Micro #1756634, DIR #1000035237, C-27 License #1048090

Endemic team members consistently apply their extensive scientific expertise, experience, initiative, and innovation to find practical solutions to natural resource management issues. We are specialized in Habitat Restoration, Mitigation and Maintenance tasks; and have worked within different ecosystems, including wetlands, creeks, waterways and coastal sage scrub.

Barry Nerhus is the president of ENDEMIC and founded the environmental consulting business in 2009. Endemic has been steadily building a reputation as a strong and versatile firm with team members who are highly qualified, plus responsive for effective studies and reports in the environmental sector. For more than 12 years, ENDEMIC has provided environmental consulting services for land development, and habitat conservation projects. Our goal is to maintain a streamlined approach that focuses on compliance with all environmental laws and regulations by both public agencies and private sector clients.

Endemic's Biological Resource Team conducts avian nesting surveys throughout each year to ensure that clients are compliant with regulations issued by CA DFWS, US FWS, USACE to comply with CEQA and NEPA requirements.

BrightView Landscaping, LLC (BrightView) - Subconsultant

BrightView is a California C-Corporation established in 1949. The Corporate Office is located at 27001 Agoura Road, Suite 350, Calabasas, CA 91301. The Orange County main operations office is located at 1960 S Yale St, Santa Ana, CA 92704.

The following are their licenses and certifications: Costa Mesa Business License: 08434 • Federal ID: 95-2651541 • DIR #1000005364, •C-27 License #266211

BrightView Companies, LLC. is the largest landscape company operating throughout the United States, with 144 years of combined industry knowledge and experience. BrightView has a long-established trajectory as one of the biggest landscape maintenance services companies in California; this division was formed through the merger of Brickman Group and Valley Crest Landscape Companies in 2014 to form BrightView Landscape Service, Inc. On June 28, 2018, BrightView kicked off as a publicly traded company with stocks open for trade under NYSE: BV.

BrightView operates with minimal corporate overhead; this means more cost savings to our clients and faster reaction to concerns and requests. We are competitively priced in all market segments and our financial stability can be supported by bank references and letters of good standing. Their bonding capability is \$10 Million, over \$100 Million nationwide

BrightView holds the current contractor's license with C27, C31, C61, and D49 categories. They have experience and in-house site development expertise in multiple areas and licensed technicians to manage sports turf, irrigation system management, water management, erosion control, chemical application, fertigation, arbor care, weed abatement and pest management.

Experience:

The Endemic team is committed to performing services that the City of Costa Mesa will procure through the task orders. See **Table 1** for projects experience and their components/categories. We assist several public clients on a broad range of projects that improve their communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we help move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests.

Endemic has significant experience restoring and consulting in a wide variety of habitats, including the following: coastal sage scrub, grassland, chaparral, riparian, wetland, coastal dune, salt marsh and channel island scrub. See **Table 2** of species that we have encountered with our projects. Additionally, our team includes avian and marine biologists that are permitted to conduct focused surveys for both federally and state listed species. All endangered species surveys are conducted in compliance with agency survey protocols.

Our professionals find practical, cost-effective approaches to help you achieve your specific project goals. We work to build your trust, which allows us to offer constructive solutions with your project's long-term success in mind.

The Endemic team focuses on:

- **Natural Resource Management:** We provide science-based analysis for preserve design and species survey methodologies, coupled with habitat planning, permitting, design, and installation expertise.
- **Infrastructure Development:** We have in-depth experience managing projects where science, regulatory requirements, and community and stakeholder interests converge. We guide clients through analysis, permitting, and implementing private development and public infrastructure projects.
- **Regulatory Compliance:** We have established strong working relationships with the local staff of California and federal regulatory agencies. Our knowledge of agency expectations, inter-agency agreements, and local regulations involving your project are vital for keeping projects moving forward and obtaining final approvals.

RFP for Biological Maintenance and Management Services (22-01)

TABLE 1

PAST PERFORMANCE ON PROJECTS WITH ENVIRONMENTAL AND REGULATORY COMPLIANCE	Task Orders; completed on Schedule	Completed Under Budget	CEQA & NEPA Documents	Biological, Habitat Assessments	Focused Species Surveys	Pre-construction training	Restoration, Landscaping	Jurisdictional Delineation, Permits	Drone, aerial studies
City of Costa Mesa, Fairview Park Wetlands and Habitat Restoration	X		X	X	X		X	X	X
OC Water District, Prado Basin Habitat Restoration & Mitigation		X					X		
Irvine Ranch Water District, Natural Treatment Systems Restoration	X				X		X		X
City of Irvine, Great Park On-Call Biological Resources Mgmt	X			X			X		
OC Flood Control, San Juan Creek Channel/Levee Improvements		X			X	X			
County of Santa Barbara, Floradale Bridge Replacement						X			
City of Victorville, Green Tree Blvd over BNSF Pavement Rehab						X	X		
City of Rancho Santa Margarita, Hinge Bridge Repair		X			X	X			
Nature Conservancy, Santa Rosa Plateau Environ Restoration	X			X			X		
Caltrans D-8, Maintenance of bridges on the I-15 (Victorville)	X				X	X			
City of Pasadena On-Call CEQA - Task Order of ISMND for Pickleball Court Expansion	X		X						
BRIGHTVIEW PROJECTS									
City of Costa Mesa, City-wide Landscape Maintenance	X						X		
City of Irvine, Landscape Maintenance for Business Complex/District	X						X		

TABLE 2

SPECIES Present in our Projects	Monitor		Survey		Handle		Relocate	
	As Prime	As Sub	As Prime	As Sub	As Prime	As Sub	As Prime	As Sub
AMPHIBIANS								
Arroyo toad	x		x		x		x	
California red-legged frog		x		x		x		x
Mountain yellow-legged frog		x		x		x		x
REPTILES								
Desert tortoise	x		x			x	x	
Flat-tailed horned lizard	x		x			x		x
Western pond turtle	x		x		x			x
Western spadefoot	x		x		x		x	
BIRDS								
Burrowing owl	x		x		x		x	
Coastal California gnatcatcher	x		x		x			x
Least Bell's vireo	x			x		x		x
Southwestern willow flycatcher	x			x		x		x
Western yellow-billed cuckoo	x			x		x		x
Raptors	x			x		x		x
MAMMALS								
Big free-tailed bat	x		x		x		x	
California leaf-nosed bat	x		x		x		x	
California mastiff bat	x		x		x		x	
Mexican free-tailed bat		x	x					x
Canyon bat	x		x					
Silver-haired bat	x		x					
Hoary bat	x		x					
Pallid bat	x		x					
Big brown bat	x		x					
Los Angeles pocket mouse	x		x		x		x	
Palm Springs pocket mouse	x			x		x		x
Palm Springs round-tailed ground squirrel	x			x		x		x
PLANTS								
Wetlands	x		x		x		x	
Purple needle grass	x		x		x		x	
Coastal goldfields	x		x		x			x
Western ragweed	x		x		x			x
Mule Fat	x		x		x			x
California mugwort	x		x			x		x
Coast California sagebrush	x		x			x		x
California poppy	x		x			x		x
Southern tarplant	x		x			x		x
Fremont's cottonwood	x		x			x		x
Black willow	x		x			x		x
Oak woodland	x		x			x		x
Willow scrub	x		x			x		x
Short-joint beavertail cactus	x		x			x	x	
INVERTEBRATES/CRUSTACEANS								
Vernal pool fairy shrimp	x		x		x		x	
INVERTEBRATES/INSECTS								
Casey's June beetle		x		x		x		x
Delhi Sands flower-loving fly		x		x		x		x
FISH								
Arroyo chub	x		x					
Santa Ana sucker		x		x				
Speckled dace		x		x				

Fairview Park Wetlands and Habitat Restoration

CLIENT/OWNER

City of Costa Mesa

REFERENCE

Cynthia D'Agosta

Phone: 714-754-5291

Email:

Cynthia.dagosta@costamesaca.gov

PROJECT DATES

April/2017 to September/2021

COST/FEE

\$1.1 million

PROJECT AWARDS

Awarded CA "Environmental Stewardship Program"



Fairview Park (FVP) is the City of Costa Mesa's largest park, hosting 195 acres of natural open space area and 13 acres of passive parkland for a total of 208 acres. Within the 195 acres of open space there are two Native American Nationally Registered Historic Sites, five different habitat ecosystems which are home to many rare and endangered plant and animal species. These sensitive habitats require local, state, and federal regulatory compliance for protection and preservation. FVP also offers users multiple passive recreational opportunities such as picnicking, wildlife viewing, and more than seven miles of trails for walking, jogging and bicycling. The City's land management plan requires balancing the protected habitats and public uses of the park.

The 50 acres of Fairview Park Wetlands and Riparian Habitat area includes a pond system, sensitive habitats, and endangered species that the City is contractually committed to maintain in perpetuity. This site included the restoration of many different habitats including wetlands, riparian, grassland, oak woodland, and coastal sage scrub communities. This combination of high biodiversity, fervent attention to detail, and the ability to maintain productive and open communication, has led to a successful habitat where raptors, southern tarplant, California gnatcatchers, and other noteworthy species have begun to flourish.

Endemic has provided year- round biological oversight and maintenance for the Fairview Park Wetlands and Riparian Habitat. We wrote and submitted quarterly and annual reports on their work and the habitat conditions as part of the mitigation agreements for the City. We were responsible for the restoration design and implementation for this park, plus maintenance and repairs through hydroseeding of three acres of grasslands and oak and two acres of tarplant. We have undertaken nesting birds surveys, vernal pool restoration, monitoring of pump station and channel flows for vector control.

Prado Basin Sediment Demonstration Project – Habitat Restoration

CLIENT/OWNER

Orange County Water District

REFERENCE

Bonnie Johnson

Habitat Restoration Manager

Phone: 951-757-0782

Email: bjohnson@ocwd

PROJECT DATES

April/2021 to July/2021

COST/FEE

\$ 48,000



OCWD owns 2,150 acres behind the Prado Dam within unincorporated Riverside County, referred to as the Prado Basin. The agency operates and manages the 465-acre Prado Wetlands within the basin. In compliance with the Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW), it implemented a Sediment Demonstration Project on a 14-acre site on the Santa Ana River, located approximately 1.3 miles upstream of the Prado Dam. Part of the project is a 20-acre dewatering and storage site with four acres of planted native riparian habitat for the potential impacts associated with annual operations of the Prado Wetlands. The project consists of two separate parcels, Site 1 and Site 2. Site 1 is a 4-acre plot located in the northeastern corner of the Pheasant Field. Site 2 is a 4-acre plot located east of Site 1 and just outside the Pheasant Field boundary. Site 1 was cleared of vegetation prior to planting with container plants and an irrigation system installation.

Endemic implemented a native plant restoration project in the Prado Basin. We installed deep pole cuttings of Fremont's cottonwood (*Populus fremontii*), black willow (*Salix gooddingii*), and mulfat (*Baccharis salicifolia*) scattered throughout the site. We designed and installed an above ground filtered drip irrigation system at Site 1. The system will supply each of the 4000 plants with 1-gallon of water within a 2-hour period. The mainline is connected to a 5000-gallon water storage supplied by and placed by OCWD staff along the southern edge of the site prior to planting. Cam locks are installed at the tank to accommodate a small trash pump which is used to run the system. Brass ball valves are installed and used to control the flow to each station. Two in-line filters (Rainbird) are installed above ground to help reduce clogging of the emitters. Endemic was responsible for purchase of all irrigation system materials. Endemic will also provide a 90-day Site Maintenance Period for Site 1. This included keeping the site free of weeds, repairing irrigation, and watering for the first 30 days.

Natural Treatment System Habitat Restoration Monitoring Project

CLIENT/OWNER

Irvine Ranch Water District

REFERENCE

Mo (Maureen) Wise

Phone: 949-525-7234

Email: wise@irwd.com

PROJECT DATES

2019—Ongoing

COST/FEE

\$ 300,000



The Natural Treatment System (NTS) Habitat Monitoring Project includes over 32 sites throughout the Irvine Ranch Water District's (IRWD) management area. These sites are designed to treat dry weather runoff from the urban components of the watershed.

The treatment of urban runoff is one of IRWD's core responsibilities. The California Water Code grants IRWD the authority to construct, maintain and operate urban runoff treatment facilities within our service area. The NTS also provides riparian habitat and water-quality benefits to wildlife throughout the watershed. The San Joaquin Marsh consists of 320 acres and is IRWD's flagship NTS site. The wetlands are a critical component as they naturally clean urban runoff from San Diego Creek and help to protect the Upper Newport Bay.

The San Joaquin Marsh has become an important biological asset in the region. It is a stopover for many bird species migrating along the Pacific Flyway. The overall size of the marsh provides on-site nesting habitat for approximately 70 species of birds. Over 280 species have been documented as occurring since 2000. The adjacent San Diego Creek and its associated riparian habitat also act as a corridor for birds and other mobile wildlife to access the marsh. Floral diversity is impressive for a site of this size; over 120 species of plants have been documented from the site.

Three other NTS sites (Los Olivos, Lower East Foot, Forge) contain wetlands that have dry slope vegetation on the banks. Endemic routinely performed the qualitative assessment of the vegetation coverage, non-native plan coverage, woody material surveillance, waterflow and wildlife usage. Routine irrigation and landscape maintenance services at the site are done by Land Care. Additional work such as mulch replacement, irrigation repairs, aquatic herbicide application, aquatic vegetation removal, and sediment removal are being performed throughout the year.



Contact: George Cortez -
Maintenance Supervisor
77 Fair Drive, Costa Mesa, CA
92626

Phone: (714) 327-7494

Email:
george.cortez@costamesaca.gov

Date: July 2017 - Present

Size: \$2.3M Annual

City Wide Landscape Services

Client: City of Costa Mesa

We maintain all Parks, Sports Fields, Medians, Parkways, and City Buildings throughout the City of Costa Mesa, we maintain the Jack Hammett Sports Complex, training center for the Los Angeles Chargers. We also perform their annual weed abatement at Fairview Park which is over 10 acres of vegetation removal.



BrightView
Landscape Services

Irvine Business Complex

Client: City of Irvine

The City of Irvine is a fast growing and sought after area to live, play and do business in. BrightView has been performing routine landscape maintenance of a high profile area known as the IBC, currently the total number of units existing, under construction, approved, and under review exceeds the cap established by the City Council in 2010.



Contact: Bruce Heiland -
Landscape Maintenance
Specialist
One Civic Center Plaza, Irvine,
CA 92606

Phone: (949) 683-3365

Email:
bheiland@cityofirvine.org

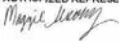
Date: January 1 2019 - Present

Size: \$299,759 Annual



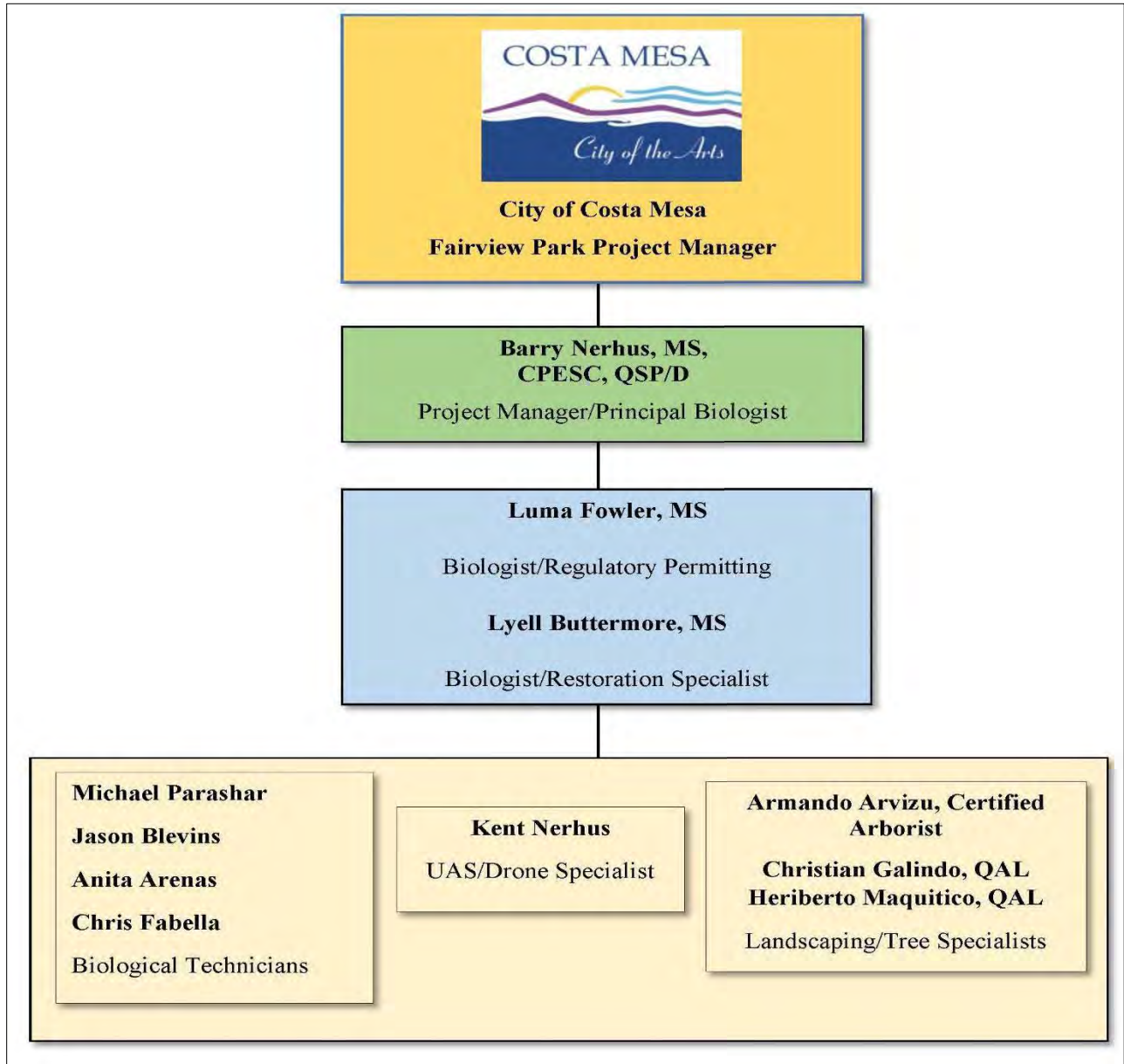
FINANCIAL CAPACITY

Endemic has the financial capability to perform the task orders to be released by the City under this contract. We are also fully insured as shown by Certificate of Insurance below with the City of Costa Mesa listed as the owner.

ACORD		ENDEENV-01		MALCARAZ		
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 5/13/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER License # 0211234 PHD Insurance Brokers 11022 Winners Circle Suite 100 Los Alamitos, CA 90720		CONTACT Maggie Alcaraz PHONE (A/C, No, Ext): (714) 534-6310 FAX: E-MAIL malcaraz@phdinsurancebrokers.com ADDRESS:				
INSURED		INSURER(S) AFFORDING COVERAGE NAIC #				
Endemic Environmental Services, Inc. P.O. Box 3747 Fullerton, CA 92834		INSURER A : The Ohio Casualty Insurance Company 24074				
		INSURER B : Oregon Mutual Insurance Company 14907				
		INSURER C : American Fire & Casualty Company 24066				
		INSURER D : State Compensation Insurance Fund of California 35076				
		INSURER E : Homeland Insurance Company of Delaware 14231				
INSURER F :						
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	BKO57133073	1/29/2021	1/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CMO5000922069	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USA57133073	1/29/2021	1/29/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	9205751-2021	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions		793-00-55-74-0004	12/16/2020	12/16/2021	Aggregate Limit 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Costa Mesa and its elected and appointed board, officers, agents and employees are named as additional insured as respects General Liability as required by written contract per form# CG8810 0413 and includes Primary Wording per form # CG8810 0413 and Waiver of Subrogation applies per form# CG8810 0413. Waiver of Subrogation applies, per form #2570. All forms attach.						
CERTIFICATE HOLDER			CANCELLATION			
City of Costa Mesa P.O. Box 1200 Costa Mesa, CA 92628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03)			© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

KEY PERSONNEL

The Endemic team consist of specialized experts in their respective fields. The full resumes of our team members are included in **Appendix - Resumes**.



Barry Nerhus, Principal Biologist/Project Manager

Barry is a Principal Wildlife Biologist and Ecologist over 15 years of experience in biological research, environmental assessment, wildlife studies, contract management, and inter-agency coordination. Barry is trained in a broad range of natural resource disciplines including biological surveys and monitoring, habitat restoration ecology, wetland science, botany, herpetology, and ornithology.

RFP for Biological Maintenance and Management Services (22-01)

He holds CDFW Scientific Collecting Permits as well as USFWS Recovery Permit/Authorizations to conduct surveys for California red-legged frog and other regulated species.

He has extensive experience managing restoration and monitoring projects involving sensitive habitats and species. Barry has managed and conducted numerous herpetological surveys on a variety of projects. He is extensively experienced with pitfall trap inventories and population assessments for multiple species, including years of focused research on western pond turtle ecology for conservation management practices. He is also experienced in botanical surveys, invasive species eradication, and wetland restoration.

Lyell Buttermore - Biologist

Lyell has three years of experience writing biological monitoring reports, conducting environmental surveys and research, and working on ecological restoration and mitigation management projects. He has a broad range of experience with nesting bird surveys, species-specific surveys, rare plant surveys, habitat restoration projects, trapping and banding, land management, and conducting environmental research. He also has experience with RStudio, GIS and GPS, and the Survey123 and Collector apps as part of ArcGIS.

For the Fairview Park project, Lyell served as Biologist with the task orders dealing with habitat restoration mitigation and monitoring for the restoration area within the Park. He led activities such as surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of following: fairy shrimp on vernal pools, red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests. He monitored and restored areas with native tar plant and other rare plant species throughout the park.

Luma Fowler - Biologist

Luma has combined over 10 years of multidisciplinary industry expertise with an emphasis in environmental solutions, writing environmental documents, ecological restoration and wildlife assessments given her technical and problem-solving experiences in various ecosystems.

For the Fairview Park project, Luma served as Biologist undertaking restoration and mitigation tasks. Her duties included the design, preparation and assisting restoration projects within different ecosystems, including wetlands, coastal sage scrub and natural water treatment systems. She conducted plant surveys, wildlife surveys, and provided training to landscaping crews. She prepared reports, developed plans, employee schedules and implemented steps to move projects toward closure in the most effective manner.

Kent Nerhus – UAS/Drone Specialist

Kent is the licensed FAA Pilot and head of UAS Operations for Endemic. He has seven years of experience in the UAS industry involved in many different segments of the industry. His expertise includes aerial photo/video, transmission and distribution tower inspections, infrared via thermal, search and rescue, water way inspection, vegetation identification, raptor survey, topography mapping, 3D mapping, 2d mapping. For the Fairview Park project, Kent was the drone operator that conducted all waterway, vegetation, GIS mapping, and thermal data collection. Among his tasks are as follows:

RFP for Biological Maintenance and Management Services (22-01)

- Aerial thermal water way inspection for Fairview Park restoration projects that include hydroseeding for parts of the park that needed habitat restoration and vegetation.
- Transient environmental impact survey in conjunction with Costa Mesa Police Department.

Michael Parashar has ten years field experience with biological monitoring, conducting environmental surveys and research, and working on ecological restoration and mitigation management projects. He attended a Desert Tortoise Certification Program, which provided specific training on identifying and minimizing disturbance to Desert Tortoise through a multiple day training. He also has monitored an over wintering burrowing owl population in Fairview Park since 2013.

Anita Arenas is an ecologist with a broad range of experience and knowledge with restoring native plant species, maintaining wetlands, and biological monitoring. She has three years of experience working specifically in biological and ecological research. Anita has gained experience conducting environmental surveys, monitoring sensitive species, and participating in ecological restoration and mitigation management projects. She has taken the Desert Tortoise Training in 2019 presented by the Desert Tortoise Counsel.

Chris Fabella is an ecologist with a broad range of experience and knowledge. He comes from a graphic design background and has transitioned to the field of ecology and restoration. He has three years of experience working in the field of biological resource management. He has been an integral part of the Endemic team managing the many habitats of Fairview Park. He conducts bird surveys, monitors water quality, manages invasive plant species, and monitors regulated species within the park, including an overwintering burrowing owl population.

Jason Blevins has transitioned from being a firefighter to habitat restoration at Fairview Park. His tasks include planting and maintaining sensitive habitat. Tools used, gas powered auger and various hand tools. Daily tasks at Fairview Park include -maintaining a five Pond wetland habitat, removing any debris from ponds. Removing invasive plant species in riparian, coastal sage scrub, and grassland areas of park.

Armando Arvizu is a certified Arborist and Branch Manager with BrightView, overseeing all Tree Care operations for Greater Orange County. An eight-year veteran of the company, his teams have managed and maintained tens of thousands of trees throughout Southern California for many years.

Christian Galindo, QAL, is a 15-year veteran of BrightView and Senior Branch Manager overseeing multiple branches and over 200 staff. He has extensive experience successfully managing landscapes for some of Southern California's most discriminating customers and properties.

Heriberto Maquitico, QAL, is a 30+ year veteran of the landscape industry and Account Manager with BrightView. He has managed many of our client service teams throughout Orange County at a number of marquee clients.

COST PROPOSAL (UNDER SEPARATE COVER)

DISCLOSURE (INCLUDED IN APPENDIX C FORMS)

Endemic does not have any conflict of interest with any City officials and staff. We agree with the provisions of the standard contract agreement that will be issued for task orders. We also hold the insurance coverages that are required by the City.

Our subconsultant, Brightview Landscaping, also does not have any conflict of interest with any City officials and staff.

APPENDIX C FORMS



**VENDOR APPLICATION FORM
FOR
RFP No. 22-01 for Biological Maintenance and Management Services**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Endemic Environmental Services, Inc.

Contact Person for Agreement: Barry S. Nerhus

Title: President E-Mail Address: bnerhus@endemicenvironmental.net

Business Telephone: 714- 393-6249 Business Fax: _____

Corporate Mailing Address: 1100 W Arroyo Ave.

City, State and Zip Code: Fullerton, CA 92833

Contact Person for Proposals: Barry S. Nerhus

Title: President E-Mail Address: bnerhus@endemicenvironmental.net

Business Telephone: 714-393-6249 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
Barry S. Nerhus	President & Secretary	714-393-6249

Federal Tax Identification Number: 45-2486277

City of Costa Mesa Business License Number: 55948

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

City of Costa Mesa Business License Expiration Date: 2/28/2022

CONTRACTOR C-27 LICENSE



Consumers Licensees Applicants

Business Information

ENDEMIC ENVIRONMENTAL SERVICES INC
PO BOX 2363
HUNTINGTON BEACH, CA 92627
Business Phone Number: (714) 393-6249

Entity Corporation
Issue Date 12/19/2018
Expire Date 12/31/2020

License Status

ENDEMIC ENVIRONMENTAL SERVICES, INC.

[View Details](#) [+ Add to My List](#)

Detail:

Registration Number: 1000035237
Status: Active
CSLB Number: 1048090
Legal Entity Type: Corporation
Mailing Address: PO BOX 2363
HUNTINGTON BEACH
CA 92647
Orange
County: Inspector/Field Soils, Material Tester;Landscape
Craft: endemicgmt@gmail.com
Email:

Registration History

Effective Date	Expiration Date
7/10/2019	6/30/2020
7/9/2018	6/30/2019
2/18/2016	6/30/2016

DBA

License renewed on 6/10/21; new expiration is 6/30/2022

COSTA MESA BUSINESS LICENSE

Guest

Find Account → Registration → Calculation → Payment → Receipt

Business License Online Renewal [Secure](#)

[PRINT THIS PAGE FOR YOUR RECORDS](#)

Your business license renewal has been successfully submitted. You will receive your new business license in the mail within 15 days.

If you requested membership with the Costa Mesa Chamber of Commerce, your membership will commence upon your acknowledgement from the Chamber within 5-7 business days.

Submission Date: 2/5/2021
Confirmation #: 035056 (42490044878)

Account Information
Account #: 55948
Expire Date: 2/28/2022
Name: ENDEMIC ENVIRONMENTAL SERVICES INC
Address: 1100 WARROYO DR

[http://costamessacounty.com/contractors/cma/BusinessLicense](#)

Phone: (714) 393-6249

Summary

STD	Input	Amount
This is your business license tax fee	1	\$50.00
State Mandated fee	1	\$4.00
Optional: In order to join the Chamber of Commerce, please re-enter your gross receipts for the previous 12 months to take advantage of the special registration rate. Otherwise leave blank.		\$0.00
Optional: Bridge Shelter Donation		\$0.00
Total Due		\$54.00

Payment Information
Credit Card #: x7793
Payment Amount: \$54.00

After printing or saving this page for your records, you may close this browser window/tab.

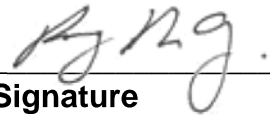
Powered by HSC

[http://costamessacounty.com/contractors/cma/BusinessLicense](#)

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. 22-01 FOR Biological Maintenance and Management Services** at any time after **August 4, 2021**.



Signature

Date: 8/19/2021

Barry S. Nerhus

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **August 4, 2021** with a City Councilmember concerning informal **RFP No. 22-01 FOR Biological Maintenance and Management Services**. 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 X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

Active licenses issued by the California State Contractor's License Board: C-27; 1048090

Business Address: 1100 W Arroyo Ave., Fullerton, CA 92833

Website Address: www.endemicenvironmental.net

Telephone Number: 714-393-6249

Facsimile Number:

Email Address: bnerhus@endemicenvironmental.net

Length of time the firm has been in business: 12

Length of time at current location: 12

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

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

Federal Taxpayer ID Number: 45-2486277

Regular Business Hours: 8:00 AM - 6 PM (Monday to Friday)

Regular holidays and hours when business is closed: All Federal holidays; Saturdays - Sundays

Contact person in reference to this solicitation:

Telephone Number: 714-393-6249

Facsimile Number:

Email Address: bnerhus@endemicenvironmental.net

Contact person for accounts payable:

Telephone Number: 714-393-6249

Facsimile Number:

Email Address: bnerhus@endemicenvironmental.net

Name of Project Manager: Barry S. Nerhus

Telephone Number: 714-393-6249

Facsimile Number:

Email Address: bnerhus@endemicenvironmental.net

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: Irvine Ranch Water District (IRWD)

Telephone Number: 949-525-7234

Contact Name: Mo (Maureen) Wise, Wetlands Manager

Contract Amount: \$ 300,000

Email: wise@irwd.com

Address: 15600 Sand Canyon Ave., Irvine, CA 92618

Brief Contract Description: Habitat restoration consultant for Natural Treatment Systems (NTS) 42 wetland locations. Tasks included native plants restoration, handling of non-native and invasive plants through natural pest control methods. Subconsultant for IRWD's landscaping contractor (Landcare).

Company Name: City of Irvine

Telephone Number: 949-633-0325

Contact Name: Casey Gnadt, Open Space Administrator, Great Park Landscape Division

Contract Amount: \$ 50,000

Email: cgnadt@cityofirvine.org

Address: 8000 Great Park Blvd., CA 92618

Brief Contract Description: Great Park has 50,000 acres of sensitive open spaces conserved through conservation easements and endowments. Services included avian nest surveys, non-native plant species mapping, invasive species management and agency coordination. EES also prepared a Biological Constraints Matrix for all their open space properties.

Company Name: Orange County Water District

Telephone Number: 951-757-0782

Contact Name: Bonnie Johnson, Habitat Restoration Manager

Contract Amount: \$48,000

Email: bjohnson@ocwd.com

Address: 18700 Ward St., Fountain Valley, CA 92708

OCWD's Sediment Demonstration Project is on a 14-acre site on the Santa Ana River, located 1.3 miles upstream of the Prado Dam. Part of the project is a 20-acre dewatering and storage site with four acres of native riparian habitat with impacts associated with annual operations of the Prado Wetlands. Endemic implemented a native plant restoration project for two sites, designed and installed an above ground filtered drip irrigation system at Site 1 and 90-day site maintenance.

Brief Contract Description:

Company Name: US Army Corps of Engineers, Los Angeles District

Telephone Number: 213- 452-3852

Contact Name: Naeem Siddiqui, Biologist, Ecosystem Planning

Contract Amount: NA

Email: Naeem.a.siddiqui@usace.army.mil

Address: 915 Wilshire Blvd., Los Angeles, CA 90017

Brief Contract Description: USACE partnered with OC Flood Control District and OCTA for their Measure M 2 Restoration sites that included Costa Mesa's Fairview Park that restored 23 acres of native grassland, coastal sage scrub, wet meadow/marsh, and riparian habitats within the northwest portion of this public park. The purpose was to create native habitat for riparian birds and animals by increasing native plant diversity within 10 feet of the constructed wetlands and stream channels. The project includes the creation of wetland ponds and a water delivery irrigation system to establish and support the native habitat. This restoration site is within the Santa Ana River watershed.

Company Name: Orange County Public Works, Flood Control District

Telephone Number: 714-599-0681

Contact Name: Mario Garcia

Contract Amount: \$ 100,000

Email: mgarcia@ocpw.ocgov.com

Address: 601 N Ross St, Santa Ana, CA 92701

Brief Contract Description: The Orange County Public Works (OCPW) was the lead agency for the San Juan Creek and Capistrano Beach levee Improvements project along the flood control channel for the flood protection safety for communities in San Juan Capistrano and Dana Point. OCPW awarded the Construction Manager at Risk (CMAR) contract to Ames Construction. Construction period began in September 2017 and completed in June 2019.

EES served as the subcontractor as Biological Monitor and Mitigation during construction. During periods of creek water flowing through the project site, EES monitored and surveyed for the presence or migration of the southern steelhead trout (*Oncorhynchus mykiss*). The creek was either walked from at least 300 meters beyond the project limits daily. Pools were inspected for fish presence, the creek mouth was also inspected for connectivity with the ocean at Doheny State Beach, and incoming flows from Trabuco Creek and San Juan Creek.



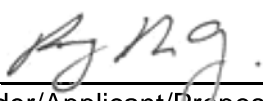
**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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
		Not Applicable		

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

8/19/2021

Date



**VENDOR APPLICATION FORM
FOR
RFP No. 22-01 for Biological Maintenance and Management Services**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: BrightView Landscape Services, Inc.

Contact Person for Agreement: Po Chen

Title: Vice President General Manager E-Mail Address: po.chen@brightview.com

Business Telephone: main o. 714.546.7843
direct. 949.338.5501 Business Fax: none

Corporate Mailing Address: 1960 S. Yale Street

City, State and Zip Code: Santa Ana, CA 92704

Contact Person for Proposals: Po Chen

Title: Vice President General Manager E-Mail Address: po.chen@brightview.com

Business Telephone: main o. 714.546.7843
direct. 949.338.5501 Business Fax: none

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
Jeff Herold-CEO and President		484.567.7202
Robert Tyler-Treasurer		484.567.7249
Jonathan Gottsegen-Secretary		484.567.7249
Tomas Kuehn-Assistant Secretary		818.737.2635
Susan DeSantis-Assistant Secretary		240.707.8959
Joshua Dake-Senior Vice President		619.954.0063
Po Chen-Vice President General Manager		949.338.5501
Darin Sherlock-Branch Manager		949.614.9148
Trevor Frey-Director, Risk Management		484 567 7131

Federal Tax Identification Number: 95-2651541

City of Costa Mesa Business License Number: 08434


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

City of Costa Mesa Business License Expiration Date: EXPT 1/31/22

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. 22-01 FOR Biological Maintenance and Management Services** at any time after **August 4, 2021**.



Signature

Date: 8/13/2021

Po Chen

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **August 4, 2021** with a City Councilmember concerning informal **RFP No. 22-01 FOR Biological Maintenance and Management Services**. 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 X

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

Active licenses issued by the California State Contractor's License Board: 266211

Business Address: 1960 S. Yale Street, Santa Ana, CA 92704

Website Address: <https://www.brightview.com/company/about-brightview>

Telephone Number: main o. 714.546.7843 Facsimile Number: none
direct. 949.338.5501

Email Address: po.chen@brigtview.com

Length of time the firm has been in business: 51 years

Length of time at current location: 60yrs (since 1961)

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: 95-2651541

Regular Business Hours: Mon - Friday 8a-5p

Regular holidays and hours when business is closed: NewYears Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Holiday, Dec 24, 25, 21

Contact person in reference to this solicitation: Po Chen- Vice President General Manager

Telephone Number: T Main o. 714.546.7843
T Direct. 949.338.5501

Email Address: po.chen@brightview.com Facsimile Number: none

Contact person for accounts payable: Ambar Calderon / Dana Chang

Telephone Number: 310.714.7379 / 714.46-7843

Email Address: ambar.calderon@brightview.com Facsimile Number: none
dana.chang@brightview.com

Name of Project Manager: Darin Sherlock

Telephone Number: 949.614.9148

Email Address: darin.sherlock@brightview.com Facsimile Number: none

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: City of Costa Mesa

Telephone Number tel 714.327.7494 fax 714.754.5149

Contact Name: George Cortez Maintenance Supervisor

Contract Amount: \$2.3M Annual

Email: george.cortez@costamesaca.gov

Address: 77 Fair Drive, Costa Mesa, CA 92626

Brief Contract Description: City Wide Landscape Maintenance

Company Name: City of Irvine

Telephone Number: 949.683.3365

Contact Name: Bruce Heiland - Landscape maintenance specialist

Contract Amount: \$299,759 Annual

Email: bheiland@cityofirvine.org

Address: One Civic Center Plaza, Irvine, CA 92606

Brief Contract Description: Complete Landscape Maintenance of zone within the city known as the City Business Complex

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:




**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
NONE	----	-----	-----	-----

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.


Po Chen - Vice President General Manager
Bidder/Applicant/Proposer

8/13/2021
Date

APPENDIX –RESUMES



Barry S. Nerhus

Principal Biologist/Ecologist

Mr. Nerhus is a wildlife biologist and restoration ecologist with 12 years of management experience in biological monitoring, biological research, environmental assessment, wildlife studies, contract management, and inter-agency coordination. He has extensive experience managing construction projects in and adjacent to sensitive habitats. This experience allows him to lead and develop rapid response solutions to challenges that are faced in the field.

As the Founder and current President of Endemic Environmental Services (EES), he has built up a company that focuses on biological monitoring, habitat restoration/management and wildlife studies/ management.

Barry is trained in a broad range of natural resource disciplines including biological surveys/monitoring, habitat restoration ecology, wetland science, botany, herpetology, and ornithology. He holds CDFW Scientific Collecting Permit for amphibians, reptiles, fishes, small mammals, population studies/capture, mark, release for western pond turtles, cowbird trapping. In addition, he holds USFWS Recovery Permits to conduct surveys for California Gnatcatcher, Burrowing Owl, Red-legged frog, Ridgeway's Rail, Branchipods, Arroyo Toad, Least Bell's Vireo, southwestern pond turtle. He also surveys for the least Bell's vireo, southwestern willow flycatcher, yellow-billed cuckoo, three-spined stickleback, arroyo chub, and Mojave River vole.

Experience

City of Costa Mesa, On-call Environmental Consulting Services, Task Order for Fairview Park Restoration Project, City of Costa Mesa (2017-21)

Principal Manager of EES biologists for on-call environmental services for Fairview Park Project. EES staff has conducted environmental permitting for CEQA compliance, wildlife surveys including small mammals, fairy shrimp, California gnatcatcher, least Bell's vireo, avian nest surveys, vernal pool restoration, habitat restoration and design, public meeting coordination, plant surveys, and plant guides. EES has also managed the landscaping and hydroseeding on parts of Fairview Park to complete habitat restoration tasks.

Biological Services for Margarita Parkway Hinge Bridge Repair, City of Rancho Santa Margarita (2020-21)

Project Manager of EES biologists who are onsite biologists for contractor/builder (Beador) providing the biological monitoring and protection of natural resources during construction of this \$ 2 M bridge that crosses Arroyo Trabuco, a tributary of the San Juan Creek, and nearby O'Neill Regional Park. Species of concern are: Arroyo toad, Coastal CA Gnatcatcher, Least Bell's Vireo, Southwestern Willow Flycatcher, Raptors. Bats and Nongame Migratory Birds.



Years with Endemic: 12

Degrees

B.S., 2007, Biology, University of California at Irvine

M.S., 2016, Biology, University of California at Long Beach

Licenses/Certifications

Certified Stormwater Protection Practitioner and Designer (QSP/D)

USFWS 10(a)(1)(A) Recovery Permit, TE74785A-2 for various species

CDFW Scientific Collecting Permit, SC-010434, issued 3/2020 for various species

Training

Caltrans Mandatory Water Pollution Control Manager (WPCM) – 12/2020

HAZWOPER Certification Training 2011

CRAM (Riverine) Certification Training 2010

Wetlands Delineation Certification Training 2010

San Juan Creek Flood Control Channel Improvements, Orange County Public Works/Ames Construction (Prime)
 (2016-19)

Biologist who monitored and surveyed for the presence or migration of the southern steelhead trout (*Oncorhynchus mykiss*). The creek was monitored at least 300 meters beyond the project limits daily. Pools were inspected for fish presence, the creek mouth was inspected for connectivity with the Pacific Ocean at Doheny State Beach, and incoming flows from San Juan Creek. Prepared monthly reports on biological monitoring and regulatory compliance.

Santa Ana River Marsh Dredging Project, USACE & City of Newport Beach (2018)

This project examined environmental impacts of routine dredging conducted in the Santa Ana River Marsh in Newport Beach, CA. Managed the natural resource compliance for the 87-acre Santa Ana River Marsh (SARM) during the dredging of the tidal channels. Biologist responsible for surveying native vegetation on site mapping pre- and post- construction impacts. Conducted *Caulerpa taxifolia* surveys within eelgrass meadows on site and water quality assessments in both the bay and in near-shore adjacent sites. Did the endangered species surveys that included Light-footed Ridgeway's Rail, Belding's Savannah Sparrow, and California Least Tern. These data were worked into a final report detailing survey and water quality results.

On-call Biological Support Services for Bridge Maintenance Projects. Caltrans District 8 (covered Riverside and San Bernardino counties).

Biologist/Project Manager who worked with contractors/builders on the environmental protection and mitigation measures for birds and invasive plant species. He supervised the surveys done for the protection species such as Arroyo toad; California gnatcatcher, Least Bell's Vireo, Giant Garter Snake, Swainson's Hawk, Western Pond Turtle, Foothill Yellow-legged Frog, California Red-legged Frog, Chinook Salmon, Steelhead Trout, Bats, and Valley Elderberry Longhorn Beetle. In addition, wildlife management plans were prepared that required river/creek diversions, and wildlife education plans for the workers.

The two projects that EES was involved were:

- I-15 Interchange Widening and Bridge Realignment over the Mojave River located in Victorville, CA (2016-2018)
- Highway 138 Horse Thief Creek Bridge Replacement over Horse Thief Creek located in Hesperia, CA (2015-2016)

On-Call Biological Monitoring during Construction, Caltrans District 3 (2019-Present)

Principal Biologist leading the EES team working with contractors/builders for four projects. Our tasks included pre-construction nesting bird surveys, roosting bat surveys, California gnatcatcher surveys and Least Bell's Vireo surveys. Conducted weekly general monitoring, wildlife surveys, wildlife management plans, and wildlife education plans.

- Hwy 99 Bridge over Lagoon Creek and Hwy 160 Bridge over American River Project located in Sacramento
- Hwy 20 Brown's Valley Roadway Improvement located in Marysville
- Hwy 70 Simmerly Slough Bridge new construction located in Yuba County
- 174 Improvement Project located in Nevada County
- Hwy 49 from Yuba-Sierra county line to Yuba Pass Road in Sierra County

Select Species Experience:

Barry conducted rare plant surveys that included southern mountain skullcap, Joshua Tree relocation, Santa Ana River Woolly Star, Southern Tarplant, Marsh's Sandwort, Booth's Primrose, and Smooth Tarplant, little-mouse tail, Spreading Navarettia, Coulter's Goldfields, small-flowered microseris, and Gambel's watercress, For the Rare Plant Mapping Project at Fairview Park for City of Costa Mesa, Barry was involved in the survey and mapped all rare plants at the 208-acre park. The following plants were surveyed and mapped: San Diego Button Celery, Federally-listed

Orcutt's Grass, small-flowered microseris, southern walnut, chaparral sand verbena, little mousetail, southern tarplant, prostrate navarettia, and California boxthorn.

Barry has worked with the California gnatcatcher for over 12 years. He managed several populations in Orange County, including Fairview Park and UC Irvine's onsite populations. He has conducted several Biological Assessments in Orange County, San Diego, San Bernardino, and Los Angeles Counties that included conducting presence/absence surveys for this species. He also has restored habitat to support at least six pairs of California gnatcatcher in Orange County.

Barry has surveyed the Least Bell's Vireo for multiple projects throughout southern California. These projects have included bridge work in the Mojave River in San Bernardino County. Over three years, he conducted positive result surveys and managed the Least Bell's vireo population as the Mojave River bridge was being constructed for Caltrans District 8. He also has restored over 40 acres of least... Bell's vireo habitat that he continues to monitor three pairs of least Bell's vireo.

Arroyo Toad – Mr. Nerhus has over 10 years' experience researching, consulting, surveying and monitoring for Arroyo toads. He has surveyed and managed arroyo toad populations for the Santa Margarita River, San Mateo Creek, Christianitos Creek, San Onofre Creek, and Horsethief Canyon Creek. The projects associated with these populations included a Horsethief Creek Bridge Replacement for Caltrans District 8, Lake O'Neill Dredging Project for the U.S. Army Corps of Engineers, and Water Treatment Facility Upgrade for NAVFAC Southwest on Camp Pendleton. Mr. Nerhus is a U.S. Fish and Wildlife Service approved arroyo toad handler. He also collaborates with the U.S.G.S as an Arroyo Toad researcher to monitoring the overall population.

California Gnatcatcher – Mr. Nerhus has worked with the California Gnatcatcher for over 10 years. He has a USFWS 10 (a)1(A) recover permit to survey for the California Gnatcatcher. He manages several populations in Orange County, including Fairview Park and UC Irvine's onsite populations. Mr. Nerhus has conducted several Biological Assessments in Orange County, San Diego, San Bernardino, and Los Angeles Counties that included conducting presence/absence surveys for this species. He also has restored habitat to support at least 6 pairs of California gnatcatcher in Orange County.

Least Bell's Vireo – Mr. Nerhus has surveyed the Least Bell's Vireo for multiple projects throughout southern California. These projects have included bridge work in the Mojave River in San Bernardino County. Over 3 years', Mr. Nerhus conducted positive result surveys and managed the least Bell's vireo population as the Mojave River Bridge was being constructed for Caltrans District 8. Mr. Nerhus also has restored over 40 acres of least Bell's vireo habitat that he continues to monitor 3 pairs of least Bell's vireo. He has surveyed and monitored for least Bell's vireo in San Diego, Riverside, San Bernardino, Orange, and Los Angeles Counties.

Bats – Mr. Nerhus has surveyed for bats at several bridges and trees throughout California. Over 3 years at the Mojave River Bridge widening Project, he monitored and reported on a maternity colony that resided on the bridge for Caltrans District 8. He has also led bat emergence demonstrations as an adjunct Faculty for UC Irvine's Wildlife Ecology Master's Class at the Jamboree Bridge in Orange County. He has worked it top researchers to manage bats in bridges in both Northern and Southern California.

Southwestern Willow flycatcher – Mr. Nerhus has conducted southwestern willow flycatcher surveys as part of a research team researching Yellow-billed Cuckoos at the Kern River in the Southern Sierras. He also surveyed southwestern willow flycatchers in the Mojave River for 3 seasons. Mr. Nerhus also attended the Southern Sierra Research Station's Southwestern Willow Flycatcher Training for Protocol surveys. He also documented transient willow flycatchers in Costa Mesa, Orange County at the Fairview Park Riparian and Wetlands Restoration Project.

Specific Use SCP
S-163570001-16357-001

March 24, 2020

California Department of Fish and Wildlife (Department) - Wildlife Branch
Authorizations and Conditions for Scientific Collecting Permit (SCP)
Barry Nerhus
Endemic Environmental Services
See Attachment #2 for the List of Authorized Individuals

Legacy ID:
SC-010434

Designated by:
Chad Hanna
07/03/2017/247430

This permit was previously issued on September 16, 2014. The terms and conditions (5 pages dated August 21, 2014) set forth in that permit are hereby superseded by this renewal.

Authorizations and conditions based on your online SCP application received by the Department on January 06, 2019, on file with the Nongame Wildlife Program (NWP).

Capture and release of amphibians, reptiles, and small mammals (excluding *Threatened*, *Endangered*, *CESA-Candidate*, *Species of Special Concern*, and other *Prohibited Wildlife in Condition #2*) - including San Diego desert woodrat (*Neotoma bryanti* intermediate), northern red-legged frog (*Rana aurora*) and California newt (*Taricha torosa*) (southern populations), California *Species of Special Concern* - is authorized in accordance with the additional conditions below.

You are authorized to take (capture, mark, release and salvage) the southwestern pond turtle (*Actinemys pallida*) and Northwestern pond turtle (*Actinemys marmorata*) in accordance with the conditions below.

Sacrifice of American bullfrog (*Lithobates catesbeianus*), African clawed frog (*Xenopus laevis*) and Pond slider (*Trachemys scripta*) is authorized in accordance with the conditions below.

Take of Arroyo toad (*Anaxyrus* (= *Bufo*) *californicus*) is only authorized in accordance with a federal Section 7 Biological Opinion on which you are named or otherwise authorized, and in accordance with the additional conditions below. See Condition #2, below.

Take of California red-legged frog (*Rana draytonii*) and Coastal California gnatcatcher (*Polioptila caerulea californica*) is authorized in accordance with the most current amendment of federal permit TE-74785A on which you are named, and in accordance with the additional conditions below.

You are authorized to trap for and *sacrifice* the Brown-headed cowbird (*Molothrus ater*), European starling (*Sturnus vulgaris*), and House sparrow (*Passer domesticus*) in accordance with the Brown-headed Cowbird 3CP attachment (Principal Investigator: Barry Nerhus, Endemic Environmental Services, dated March 19, 2020).

Permitted activities are restricted to the following geographic areas in California:

- a. Orange, Riverside, San Bernardino, Los Angeles, Ventura, San Diego, Santa Barbara, San Luis Obispo, Tulare, Kern, Monterey, San Francisco, Sacramento and Yuba counties.

Other Permits:

You shall obtain and maintain during the term of this SCP any federal permit(s) and/or other state permit(s) required to conduct the activities authorized herein. Although the provisions of the federal permit(s), other state permit(s) and this SCP may vary, the more restrictive conditions prevail. Copies of your federal permit(s) or other research-related permits (e.g., State Parks landowner access agreements), and any amendments, shall be provided to the Department contacts (see below), and the names of all authorized sub-permittees shall be provided for this permit(s).

You shall carry all required documents: permits and MOUs, along with your SCP, with you while conducting all authorized activities.



Page 1 of 1
NATIVE ENDANGERED & THREATENED SP. RECOVERY - E & T WILDLIFE
MIGRATORY BIRDS

Permit Number: TE74785A-2
Effective: 08/22/2018 Expires: 08/21/2023

Issuing Office:

Department of the Interior
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
2800 Cottage Way, Suite W-2606
Sacramento, CA 95825-1846
permitsR8ES@fws.gov

ACTING ENDANGERED SPECIES DIVISION CHIEF

Permittee:

BARRY SCOTT NERHUS JR
dba ENDEMIC ENVIRONMENTAL SERVICES
PO BOX 2383
HUNTINGTON BEACH, CA 92647
U.S.A.

Authority: Statutes and Regulations: 16 USC 1539(a), 16 USC 1533(d), 16 USC 703-712; 50 CFR 17.22, 50 CFR 17.32, 50 CFR 21.23 & 21.27, 50 CFR 13.

Location where authorized activity may be conducted:
ON LANDS SPECIFIED WITHIN THE ATTACHED SPECIAL TERMS AND CONDITIONS

Reporting requirements:

ANNUAL REPORT DUE: 01/31
See permit conditions for reporting requirements

Authorizations and Conditions:

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.

C. Valid for use by permittee named above.



Lyell Buttermore

Biologist/Ecologist

Mr. Buttermore has years of experience writing biological monitoring reports, conducting environmental surveys and research, and working on ecological restoration and mitigation management projects. He recently finished his MS degree at UC Irvine, where he studied the status and survivability of the southwestern pond turtle in Southern California and organized regional conservation efforts for the species.

Mr. Buttermore has a broad range of experience with nesting bird surveys, species-specific surveys, rare plant surveys, habitat restoration projects, trapping and banding, land management, and conducting environmental research. He also has experience with RStudio, GIS and GPS, and the Survey123 and Collector apps as part of ArcGIS.

Experience

City of Costa Mesa, On-call Environmental Consulting Services, Task Orders for Fairview Park Restoration Project, City of Costa Mesa (2017-21)

Biologist with the task orders dealing with habitat restoration mitigation and monitoring for the restoration area within Fairview park in Costa Mesa, California. Land management and project management activities included scheduling staff, organizing meetings, surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of following: fairy shrimp on vernal pools, red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests. Biologist also monitored and restored areas with native tar plant and other rare plant species throughout the park. Most surveys and biological monitoring occurred for pre-cutting and land management practices that posed risk to the environmentally sensitive species.

Caltrans No. 08-1E5704 – Construction on Interstate 10 in Riverside County near Palm Springs at Whitewater River Bridge (2020)

Biologist who provided environmental support services and project management to the contractor (Rockforce) for the construction at the Whitewater River Bridge, approximately 10 miles west of the City of Palm Springs in Riverside County. The project is in the Coachella Valley Multispecies Habitat Conservation Plan (CVMSHCP) and is located within the northern boundary of the Whitewater Floodplain Conservation Area of the CVMSHCP.

This construction involved with the remediation at the Whitewater River Bridge by converting spread footings to pile foundations and by installing Cast-in-Drilled Hole (CIDH) piling to provide rock slope protection. Conducted weekly nesting bird surveys and monitor sensitive resources during construction efforts. Reports were submitted to the client on a weekly basis. Sensitive wildlife and species on the project include desert tortoise, Coachella Valley fringe-toed lizard, arroyo toad, Palm Springs pocket mouse, least Bell's vireo, southwestern willow flycatcher, bats, triple-

Years with Endemic: 2

Degrees

B.S., 2018, Honors in Environmental Biology, McGill University, Montreal, Quebec

M.S., 2020, Ecology and Evolutionary Biology, University of California at Irvine

Licenses/Certifications

In progress - Certified Stormwater Protection Practitioner (QSP)

Training

Burrowing Owl Workshop Training (2019)

Desert Tortoise Workshop Training (2019)

PG&E Corporate Contractor Safety Orientation (2020)

PG&E Gold Shovel Standard Training (2020)

OSHA/HAZWOPER Certification Training (2017)

ribbed milk-vetch, and Coachella Valley milk-vetch. Specific species protection memos and plans were drafted based on the assessment: Bat Avoidance and Monitoring Memo (BAMM), Plant Avoidance and Monitoring Memo (PAMM), and a Palm Springs Pocket Mouse Avoidance and Monitoring Memo (PSPMAMM).

On-call Environmental Clearance Program for Riverside, San Bernardino, Orange and LA Counties (2019-20)

Biologist with subcontractor (SWCA) conducted monitoring and surveying for multiple task orders under the SCE On-Call Environmental Clearance Program and provided Worker Environmental Awareness Program (WEAP) trainings for construction crews and conducted pre-construction, nesting bird, focused species, and cultural resource surveys. Focused surveys included California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and arroyo toad. Prepared daily reports and communicated effectively with crews, prime contractor, and SCE to determine short and long-term goals of each project. Monitors utilized ArcGIS Online (AGOL) Survey123 and Collector apps as a field data tools to record biological and cultural resources for stakeholders in real-time.

Biological Services for Margarita Parkway Hinge Bridge Repair from San Sebastian to SR 241, City of Rancho Santa Margarita (2020-present)

Preconstruction and nesting surveys were conducted in order to find nesting birds or sensitive habitat that needed protection during the construction phase of the project. Biologist conducted arroyo toad surveys and biological monitoring for the vegetation clearing, creek bed alteration, and falsework installation and removal. Biologist assisted with weekly nesting report documentation and scheduling for biological monitors. Species of concern included: arroyo toad, coastal California gnatcatcher, least Bell's vireo, Southwestern willow flycatcher, raptors and nongame migratory birds, and bats.

San Joaquin Marsh Clapper Rail Surveys- Endemic Environmental- Irvine, CA (2020)

Biologist surveyed for clapper rail under supervision of permitted biologist Barry Nerhus, who played calls and detected three rails. Biologist monitored family of rails through visual and auditory identification at San Joaquin Marsh.

Southwestern Pond Turtle Surveys – UC Irvine Arboretum and Aliso Creek (2019-present)

Biologist built and deployed baited Hoop/Funnel Net Traps in various locations with confirmed presence and apparent healthy population of western pond turtles, primarily at the UCI Arboretum and in Aliso Creek. Morphological traits and survival data were measured, and turtles were tagged for future studies. Captured individuals were processed in order to develop reports to determine pond turtle presence, survival, relative abundance, and population demographics.

Bird Nesting Surveys- UC Irvine (2019-present)

Biologist performed focused white-tailed kite surveys in order to determine nesting activity and habitat fidelity. Project scope extended throughout the greater Orange County region and required updated surveying and monitoring of active nests.

Chino Hills State Park- Bargas Environmental Consulting - Chino Hills, CA (2020)

Biologist provided documentation and coordination for Project Management Plan, General Biological Resource Assessment, scheduling, and survey deliverables for the construction of a new State Park office in Chino Hills State Park.

Select Species Experience:**Small Rodents**

Mr. Buttermore has experience surveying and monitoring for sensitive small rodents species such as San Bernardino kangaroo rat, Stephen's kangaroo rat, and Palm Springs pocket mouse. Biologist has also worked with more common small rodents such as the California vole, ornate shrew, wood rat, and lab mice and lab rats. Project examples include the Whitewater River Bridge Project, Corsair Pole Removal Project, and Rancho Cucamonga Vegetation Removal Project.

Arroyo Toad

Mr. Buttermore has surveyed for arroyo toad on multiple projects throughout southern California. These projects included the Rancho Santa Margarita Bridge Hinge Repair Project, SWCA Environmental On Call Vegetation Clearance Project, and ERM Water Assessment and Monitoring Projects.

Bats

Mr. Buttermore has surveyed bats at several bridges and trees throughout California. He has also worked with Bat Avoidance and Mitigation Memos and Monitoring Plans. Examples of these projects include the Rancho Santa Margarita Bridge Hinge Repair Project, the Whitewater River Bridge Project, the Santa Ana River Bridge Project, and the Tuolumne River Bridge Project.

Burrowing Owl

Mr. Buttermore has performed multiple surveys for burrowing owl while working at Fairview Park and to support projects such as Caltrans 08-1F1414 Temecula-San Diego and Riverside County and Caltrans 08-0P3904 263 Road to US395. He has also taken a Burrowing Owl Training Workshop which included a day of lecture and fieldwork for the best-use methods for surveying burrowing owl.

Coastal California Gnatcatcher

Mr. Buttermore has surveyed and monitored for coastal California gnatcatcher on a large variety of projects and has over 40 hours of explicit training under the supervision of a certified California gnatcatcher permit holder. Projects with California gnatcatcher include: SWCA Environmental On Call Vegetation Clearance Project, ERM Environmental On Call Field Project, Fairview Park Restoration Project, Oso Parkway Bridge Project, City of Irvine Matrix and Vegetation Clearance Project, Rancho Santa Margarita Bridge Hinge Repair Project, and Caltrans 08-1F1414 Temecula-San Diego and Riverside County Project.

California Clapper Rail

Biologist surveyed for clapper rail under supervision of permitted biologist Barry Nerhus, who played calls and detected three rails. Biologist monitored family of rails through visual and auditory identification at San Joaquin Marsh. A total of four surveys were conducted totaling roughly 8 hours. Clapper rail surveys were also conducted at Fairview Park.

Desert Tortoise

Mr. Buttermore has taken the Desert Tortoise Certification Training and is certified to survey for desert tortoise. He has experience with these surveys with projects such as the Whitewater River Bridge Project and the Caltrans 08-0P3904 Project for 263 Road to US395. He is also an active member of the Desert Tortoise Council and he worked for the council at the 2020 Desert Tortoise Council Symposium in Las Vegas.

Nesting Birds

Mr. Buttermore has surveyed, trapped, tagged, and monitored nests on countless projects and research studies. Biologist has worked nesting bird surveys for multiple seasons and hundreds of hours of field time with a wide

range of species throughout southern California. These surveys and monitoring efforts range from species-specific surveys, raptor surveys, mist net trapping, and tagging.

Least Bell's Vireo

Mr. Buttermore has surveyed and monitored for coastal California gnatcatcher on a large variety of projects and has over 40 hours of explicit training under the supervision of a certified least Bell's vireo permit holder. Projects with least Bell's vireo include: SWCA Environmental On Call Vegetation Clearance Project, ERM Environmental On Call Field Project, Fairview Park Restoration, City of Irvine Matrix and Vegetation Clearance Project, Rancho Santa Margarita Bridge Hinge Repair Project, Caltrans 08-1F1414 Temecula-San Diego and Riverside County, Caltrans 08-0Q9104 Santa Ana River Bridges, and Caltrans 08-1E5704 Whitewater River Bridge Project.

Raptors/Birds of Prey

Mr. Buttermore has surveyed, trapped, tagged, and monitored raptor nests on countless projects and research studies. Biologist has trapped and surveyed with noted raptor biologist Peter Bloom for the past two years. Trapping and capture methods include Bal-Chatr traps and mist net deployment. Species in surveys included: burrowing owl, turkey vulture, red-tailed hawk, red-shouldered hawk, screech owl, barn owl, and spotted owl. Mr. Buttermore also supported research efforts with focused surveys for white-tailed kits for nesting activity and habitat fidelity research in the greater Orange County region.

Rare Plants

Biologist has surveyed and monitored for a variety of rare plants such as triple-ribbed milk-vetch, Coachella Valley milk-vetch, Santa Barbara milk-vetch, short-joint beavertail, slender mariposa lily, and yellow flowering deerweed. These surveys were done through projects such as the ERM Environmental On-call Field Project, SWCA Environmental On-call Field Project, Fairview Park Restoration and Mitigation Project, and Whitewater River Bridge Project. Other species include: California satintail, Chaparral sand-verbena, cliff spurge, desert beard tongue, Latimer's woodland-gilia, little San Bernardino Mountains linanthus, narrow-leaf sandpaper plant, Parry's spineflower, slender cottonheads, slender-horned spineflower, spiny-hair blazing star, canyon live-forever, Laguna Beach live-forever, pine goldenbush, blue dicks, Great Valley gumweed, white-bracted spineflower, and native tar plant.

Southern California Steelhead Trout

Biologist monitored for steelhead trout during the emergency construction of a levee reinforcement project in San Juan Creek to support work through Ames construction while working at Endemic Environmental Services.

Southwestern Pond Turtle

Mr. Buttermore has studied southwestern pond turtle for multiple seasons with hundreds of hours of surveying, trapping, and monitoring. Mr. Buttermore recently finished his capstone thesis on the status and survival of the southwestern pond turtle throughout the greater Orange County area. He has worked directly under permitted biologist Barry Nerhus to trap, mark, monitor and research the status and survivability of this species throughout southern California. Mr. Buttermore organized and led the 2020 SoCal Southwestern Pond Turtle Workshop, which brought together stakeholders from across the state to prioritize and strategize conservation efforts for the species. Biologist has written a variety of monitoring reports, research studies, literature reviews, and conservation management plans for the species. Biologist has cooperated with UC Irvine, CDFW, USGS, Laguna Canyon Foundation, City of Costa Mesa, Irvine Ranch Conservancy, UC Nature, and the Nature Conservancy on projects related to the research and conservation of this species.

Southwestern Willow Flycatcher

Mr. Buttermore has conducted southwestern willow flycatcher surveys and monitoring for vegetation clearing projects and bridge repair projects. These projects included ERM Vegetation Removal Projects, Rancho Santa



Margarita Bridge Hinge Repair Project, Whitewater River Bridge Project, Oso Parkway Bridge Project, SWCA On-call Environmental Clearance Program, Fairview Wetlands Mitigation Monitoring and San Joaquin Marsh surveys.



Luma Fowler–Biologist

Luma has combines over 10 years of multidisciplinary industry expertise with an emphasis in environmental solutions, writing environmental documents, ecological restoration and wildlife assessments given her technical and problem-solving experiences in various ecosystems.

Experience

EDUCATION

2016/MS, Environmental Science/ Curtin University (Sydney, Australia)

2010/BS, Biological Science/Nove de Julho University, Brazil

CERTIFICATIONS

CRAM Certification

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

TRAINING

CEQA training

SKILLS

Habitat Restoration

Fairview Park Habitat Restoration Project- City of Costa Mesa, (2019-present)

Habitat restoration mitigation and monitoring was conducted for the restoration area within Fairview park in Costa Mesa, California. Land management and project management activities included scheduling staff, organizing meetings, surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests.

Biologist with EES team undertaking restoration and mitigation project at Fairview Park. Includes the design, prepare and assist restoration projects within different ecosystems, including wetlands, coastal sage scrub and natural water treatment systems. Conducted plant surveys, wildlife surveys, and provide training to landscaping crew. Prepared reports, develop plans, employee schedules and implement steps to move projects toward closure in the most effective manner. Utilized communications skills to interact with both internal and external clients.

City of Irvine, On-Call Environmental Services Open Space Management Project (2019-20)

Biologist with EES team conducting pre-construction surveys and monitoring of vegetation during construction of the Great Park Open Space projects. Wrote reports, communicated with clients and trained the crew.

Irvine Ranch Water District, On-Call for Landscape/Habitat Restoration for San Joaquin Marsh and other sites (2019-20)

Biologist supporting the habitat restoration efforts and maintenance with ecological consulting services to Land Care (prime) for wetlands and provide training for landscaping crew.

San Juan Creek Flood Control Channel Improvements/Levee Protection (Phases 4,5, & 6), San Juan Capistrano and Dana Point, Orange County Public Works/Ames Construction (Prime), (2016-19)

Biologist who monitored and surveyed for the presence or migration of the southern steelhead trout (*Oncorhynchus mykiss*). Prepared monthly reports on biological monitoring and regulatory compliance.

Education Supervisor 2016 – 2019

OCDE – Inside the Outdoors – Orange County, CA

Lead Inside the Outdoors School, Field and Community Programs; Maintenance of animal cages; Encourage students and communities awareness and appreciation of the environment, broaden knowledge of science concepts and foster commitment to the protection of the natural environment. Supervise and provide training to employees.

Environmental Educator and Habitat Restoration Field technician 2016 – 2018

Laguna Canyon Foundation – Laguna Beach, CA

Teaching outdoor environmental, science and social science education programs. Coordinated and supervised land management contractor crews, conducted and maintained pos-project for rare coastal plants. Habitat restoration planning and monitoring, irrigation system installation and maintenance. Nursery maintenance, volunteer events leader and trail maintenance work.



KENT NERHUS

SUMMARY:

Director and Chief Pilot of sUAS Operations for Endemic Environmental Services. Six years of experience in the sUAS industry involved in many different segments of the industry. Including, aerial photo/video, transmission and distribution tower inspections, Infrared via thermal, search and rescue, water way inspection, vegetation identification, UAV manufacturing, speaking engagements, panel discussions, raptor survey, topography mapping, 3D mapping, 2d mapping.

EDUCATION:

Bachelor of Arts, US History, California State University-Long Beach 2015-2017

EXPERIENCE:

Endemic Environmental Services, — Director & Chief Pilot of sUAS Operations
July 2019 – PRESENT

- Developing business while conducting oversight of all drone operations of water way, vegetation, GIS mapping, and thermal data collection.
- Aerial Mapping 3D/Orthomosaic (Pix4D)
- Aerial thermal water way inspection. (FLIR)
- Transient environmental impact survey in conjunction with Costa Mesa Police Department.

Pacific Gas and Electric (PG&E), — Drone Pilot (Subcontractor) - January 2019 - June 2019
Job included capturing aerial data via drone of assigned transmission towers.

K2 Unmanned Systems, — Director of Business Development - January 2017 - December 2018

Duties included development of SOP's, Sales, marketing strategy, flight operations, trade shows. Managed two-person crew, logistics, capturing data, packaging data, submitting data on time.

Conferences attended:

Pilots and Drones, — CEO, Senior Partner - May 2015 - Present

Duties included development of SOP's, Sales, marketing strategy, flight operations, trade shows.

Section 333 obtained

Agencies consulted: DHS, LACFD, Redlands PD, Torrance PD, Costa Mesa PD

MICHAEL PARASHAR**Biological Monitoring Technician*****Education:***

Saddleback Community College Habitat Restoration Certificate Program

Certifications:

Desert Tortoise Workshop Training (2019)

Summary:

Michael has 8 years field experience with biological monitoring, conducting environmental surveys and research, and working on ecological restoration and mitigation management projects. Mr. Parashar attended a Desert Tortoise Certification Program which provided specific training on identifying and minimizing disturbance to Desert Tortoise through a multiple day training. Mr. Parashar also has monitored an overwintering burrowing owl population in Costa Mesa since 2013.

Experience:**City of Costa Mesa, Fairview Park Land Management (2013-present)**

Provide invasive vegetation species management, wetland water quality testing, habitat restoration, and project bio-monitoring for projects throughout the park. Manage the brown-headed cowbird trapping program to reduce populations for increased nesting success of least Bell's vireo and coastal California gnatcatcher. Conduct nesting bird surveys and other wildlife surveys prior to park maintenance activities. Conducted post-project hydroseeding with native vegetation. Land management activities included surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests. Fairview Park is being studied as a potential site for overwintering burrowing owls and surveys are regularly conducted in the winter season.

City of Costa Mesa, Fairview Wetlands Restoration and Mitigation (2013-present)

Wetland management focused specifically in Fairview Park's environmentally sensitive habitat in the five main ponds and three main channels of the restoration area, which harbored a variety of sensitive species including: least Bell's vireo, California gnatcatcher, nesting birds and raptors, southwestern willow flycatcher, yellow breasted chat, and yellow warbler. Over 50+ hours spent monitoring and surveying for least Bell's vireo and California gnatcatcher.

City of Irvine, Tomato Springs Channel Biomonitoring Project (2019-2020)

Conducted pre-construction surveys for the City's Tomato Springs Channel Maintenance Program. Provided daily construction monitoring, daily reporting, and safety training. Special-status species include least Bell's vireo and coastal California gnatcatcher.

City of Irvine, Biological Constraints Analysis (2019-2020)

Assisted in Biological Constraints Analysis Surveys that involved habitat analysis, avian surveys, and reporting for their open spaces. The sensitive species included least Bell's vireo, California gnatcatcher, and coastal cactus wren. All active nests and large invasive trees were documented and mapped.

Rancho Santa Margarita Hinge Repair from San Sebastian to SR-241- City of Rancho Santa Margarita- Rancho Santa Margarita, CA (2020)

Preconstruction and nesting surveys were conducted to find nesting birds or sensitive habitat that needed protection during the construction phase of the project. Biologist conducted arroyo toad surveys and biological monitoring for the vegetation clearing, creek bed alteration, and falsework installation and removal. Biologist assisted with weekly nesting report documentation and scheduling for biological monitors. Species of concern included: arroyo toad, coastal California gnatcatcher, least Bell's vireo, Southwestern willow flycatcher, raptors and nongame migratory birds, and bats.

French Gulch Boat Ramp Improvement, Lake Isabella, CA (2017-2018)

Biomonitoring construction for the USACE (Army Corps of Engineers) and Caltrans on boat launch and road expansion in French gulch area of the lake. Conducted nesting bird surveys and monitored wildlife disturbed during construction.

I-15 Interchange Widening and Realignment Victorville, Caltrans District 8 (2017-2018)

Biomonitoring for arroyo chub and armored stickleback in the Mojave River and relocating them upstream as needed. Conducting Construction monitoring and desert tortoise fence checks when onsite. Desert tortoise monitoring and surveying were regularly conducted. Assisted with bird surveys which included southwestern willow flycatcher. Trained to monitor for Mohave ground squirrel for this site which was also a regulated species on this project.

ANITA ARENAS

Biological Monitoring Technician

Education:

MS, Biological Science, California State University, Long Beach (2023)

BS, Organismal Biology, California State University, Long Beach (2017)

Summary:

Anita Arenas is an ecologist with a broad range of experience and knowledge with restoring native plant species, maintaining wetlands, and biological monitoring. She has three years of experience working specifically in biological and ecological research and is currently pursuing her Masters degree in Biological Science from Cal State Long Beach. Her thesis focuses specifically on the impacts of the non-native yellow flag iris on native ecosystems and restoration success. At Endemic Environmental, Miss Arenas has gained experience conducting environmental surveys, monitoring sensitive species, and participating in ecological restoration and mitigation management projects. Miss Arenas has taken the Desert Tortoise Training in 2019 presented by the Desert Tortoise Counsel.

Experience:

Fairview Park - City of Costa Mesa, CA (2018-Present)

While working at Endemic Environmental Services, Miss Arenas helped remove cattails from a freshwater wetland and hauled the cattails to the recycling center in order to help reduce mosquito populations. Field technician also assisted with maintaining Fairview park by pulling out invasive species plants, clearing out channels, plant and water native plants. Biological monitoring was also conducted for bird surveys and bird nesting. Field technician trained personnel and worked on hydroseeded restoration sites in Fairview Park. Land management activities included surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests. Fairview Park is being studied as a potential site for overwintering burrowing owls and surveys are regularly conducted in the winter season.

Rancho Santa Margarita Hinge Repair from San Sebastian to SR-241- City of Rancho Santa Margarita- Rancho Santa Margarita, CA (2020)

Preconstruction and nesting surveys were conducted in order to find nesting birds or sensitive habitat that needed protection during the construction phase of the project. Biologist conducted arroyo toad surveys and biological monitoring for the vegetation clearing, creek bed alteration, and falsework installation and removal. Biologist assisted with weekly nesting report documentation and scheduling for biological monitors. Species of concern included: arroyo toad, coastal California gnatcatcher, least Bell's vireo, Southwestern willow flycatcher, raptors and nongame migratory birds, and bats.

Environmental Constraints Matrix and Vegetation Management- City of Irvine- Irvine CA (2019-2020)

Preconstruction and nesting surveys were conducted in order to find nesting birds or sensitive habitat that needed protection during the vegetation removal phase of the projects. A matrix was created to define environmentally sensitive areas around Irvine, California. Buffers were marked and created for nesting birds and species of concern. Biological monitoring and preconstruction surveys were conducted during fire break vegetation removal and non-native vegetation removal. Biologist documented all nesting birds and species of concern and helped in creating a matrix report. Biologist managed the schedule and coordinated with the city for biological assessment. Species of concern included: red-tailed hawk, yellow breasted chat, California gnatcatcher, and least Bell's vireo.

UC Agriculture & Natural Resources – City of Irvine - Irvine CA (2020)

Performed preconstruction surveys for nesting birds prior to tree removal. All nests were marked, documented, and buffered. Biologist assisted in writing monitoring reports for the vegetation removal activities.

Bee Canyon Drainage Channel from Portola Parkway to SR 241 Toll Toad – City of Irvine - Irvine, CA (2019-2020)

Biologist performed preconstruction surveys and biological monitoring for nesting birds including sensitive species such as Sora rail, least Bell's vireo and California gnatcatcher. Miss Arenas monitoring during soil dredging and cattail removal and documented any species of concern that was observed.

Tomato Springs Channel Biomonitoring Project- City of Irvine, Irvine, CA (2019-2020)

Conducted pre-construction surveys for the City's Tomato Springs Channel Maintenance Program. Provided daily construction monitoring, daily reporting, and safety training for both cattail removal projects and soil dredging. Special-status species include least Bell's vireo and coastal California gnatcatcher.

CHRIS FABELLA

Biological Monitoring Technician

Education:

Ecological Restoration Certificate, Saddleback College
BFA, Graphic Design, California State University, Long Beach

Summary:

Chris Fabela is an ecologist with a broad range of experience and knowledge. He comes from a graphic design background and is quickly transitioning to the field of ecology and restoration. He now has two years of experience working in the field of biological resource management. He has been an integral part of the Endemic team managing the many habitats of Fairview Park. He conducts bird surveys, monitors water quality, manages invasive plant species, and monitors regulated species within the park, including an overwintering burrowing owl population.

Experience:

Fairview Park Restoration Project- City of Costa Mesa (2019-2020)

Biologist Monitor responsible for providing invasive vegetation species management, wetland water quality testing, habitat restoration, and project bio-monitoring for projects throughout the park. Manage the brown-headed cowbird trapping program to reduce populations for increased nesting success of least Bell's vireo and coastal California gnatcatcher. Conduct nesting bird surveys and other wildlife surveys prior to park maintenance activities. Conducted post-project hydroseeding with native vegetation. Land management activities included surveying nest areas, invasive species removal, wetland protection and management, and the monitoring of red-tailed hawk, white-tailed kite, great horned owl, burrowing owl, California gnatcatcher, and Bell's vireo nests. Fairview Park is being studied as a potential site for overwintering burrowing owls and surveys are regularly conducted in the winter season.

Irvine Ranch Water District (2020)

Provided advice and guidance for a natural water drainage purification system on IRWD's property. Assessed the current status of native vegetation and advised other vegetation recruitment opportunities.

Project Grow, Newport Beach, CA (2018-2019)

As an Environmental Leader, Chris was responsible for coordinating with fellow environmental leaders to plan and prepare experiential restoration activities for volunteers, school groups, and the public. This role required communicating with volunteers and stakeholders to engage and educate the public on complex environment disturbances in coastal Orange County. Chris also instructed volunteers to safely and effectively perform restoration techniques in the field.

JASON BLEVINS**Biological Monitoring Technician****Fairview Park Restoration Project, City of Costa Mesa, 2018 - Present**

- Maintaining a 52 acre wetland at Fairview Park in Costa Mesa, supervising and working various tasks including, cutting and removing 60,000 pounds of invasive plants from wetlands, including bulrush and cattails.
- Habitat restoration, tasks include planting and maintaining sensitive habitat. Tools used, gas powered auger and various hand tools. Daily tasks at Fairview Park include - maintaining a five Pond wetland habitat, removing any debris from ponds. Removing invasive plant species in riparian, coastal sage scrub, and grassland areas of park.
- Installed fencing to protect sensitive habitat restoration areas, fence type, T post three strand barbless wire. Tools used, fence post pounder, wire cutters.
- Worked gathering fish that have died due to botulism. Tools used motorized boat. Project lasted 25 days gathered over 300 fish.
- Biomonitoring a cow bird trap at Fairview Park, tasks include capturing parasitic birds, maintaining a healthy environment.
- Releasing the native birds back into the habitat. Bio monitoring, tasks include monitoring wildlife at Fairview Park for mosquito abatement.
- Proficient in all phases of hydroseeding including erosion control, Landfill cover, dust control, golf courses, fire suppression, watering, and fertilizing
- Basic knowledge, chainsaw, Hedge trimmer, weedeater, operation, maintenance, and repair irrigation installation and repair. Operating 500-gallon water buffalo.

California Fire Authority, Northern Operations Red Bluff, 2010 – 2015



Christian Galindo

Q.A.L., Sr. Branch Manager

Mr. Galindo is a 20+ year veteran of the landscape industry and Senior Branch Manager with BrightView Landscapes, overseeing over 200 staff across multiple branches. His highly engaged teams have a strong track record of successfully maintaining many of Greater Orange County's premier properties.

He has a Qualified Applicator License and is an Adjunct Professor teaching Horticultural and Landscape industry courses locally at Saddleback College.

Education

B.S., 2001, Environmental Horticulture,
University of Florida

M.S., 2005, Public Horticulture,
University of Delaware

Licenses/Certifications

Q.A.L. 126268



Armando Arvizu

Branch Manager
ISA Certified Arborist

Armando is a veteran of Foreign Wars and served in the United States Marine Corp. He was a United States Forest Service Interagency Hotshot. With over 13 years of experience in the industry, he has spent the last 8 years with BrightView. He is an ISA Certified Arborist and is Tree Risk Assessment Qualified.

ISA Certified Arborist: WE-10693A



Heriberto Maquitico

Q.A.L., Account Manager



EXPERIENCE

Mr. Maquitico is a veteran Account Manager with BrightView Landscapes with over 20 years of field and team management experience on some of Greater Orange County's premier properties. He has held his Qualified Applicators License for nearly a decade and has worked most recently and extensively in the cities of Anaheim, Orange and Mission Viejo.

LICENSES/CERTIFICATIONS

Qualified Applicators License (QAL)

130826 - exp. 12/31/21

Training

Horticulture, Saddleback College

- I-15 Interchange Widening and Bridge Realignment over the Mojave River located in Victorville, CA (2016-2018)
- Highway 138 Horse Thief Creek Bridge Replacement over Horse Thief Creek located in Hesperia, CA (2015-2016)

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Endemic
Environmental Services

EXHIBIT C
FEE SCHEDULE



Endemic
Environmental Services

BIOLOGICAL MAINTENANCE AND MANAGEMENT SERVICES (COST PROPOSAL)

RFP 22-01

Submitted to:

**The City of
Costa Mesa**

Submitted by:

**Endemic
Environmental
Services Inc.**

August 20, 2021





August 20, 2021

Mike Fuentes
Finance Department
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA

Subject: Request for Proposal (22-01) for Biological Maintenance and Management Services -- COST

Endemic Environmental Services (Endemic) is submitting this cost proposal to be your biological maintenance and management services consultant for Fairview Park that cover the period from October 2021 to October 2023.

Based on the Scope of Work shown on page pages 15-16 of the RFP, Endemic will provide a team of qualified biologists, UAV/drone specialist, arborist/landscaping crew to undertake tasks needed for biological management, environmental services, maintenance, and future restoration planning.

I am authorized to negotiate with the City on behalf of Endemic and I am authorized to submit this cost proposal on behalf of Endemic. If you have any questions, please contact me at 714-393-6294 or bnerhus@endemicenvironmental.net.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Nerhus'.

Barry Nerhus, President, Endemic Environmental Services, Inc.
1100 W Arroyo Ave., Fullerton, CA

Cost Proposal

Task	Description	Total Estimate
A.	*Fee Description*	\$ 645,190.00
TOTAL		\$ 645,190.00

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

Tasks	Personnel	Hours	Rate	Weeks	Total
A. Wetland Maintenance <ul style="list-style-type: none"> Monitoring and managing water depth in channels and flow at weirs Monitor water temperature changes; adjust water flows to prevent formation of mosquito habitat and fish die offs Keep ponds and channels clear of algae and minimize duckweed populations Perform cattail trimming / thinning by hand in pond planter cells and edges Improve vector and maintenance access to ponds and channels Seasonal removal of emergent vegetation Trimming of overhand on tree canopies and removal of downed trees 	2.5 hours Biologists per week 3 hours of Bio Tech for 3x per week = 9 hours 8 hours per day for 2 Bio Tech, 5 days per week	100/week	\$40.00	104	October 1 2021 – Sept 30 2022 \$208,000.00 October 1 2022 – Sept 30 2023 \$208,000.00
B. Other Park Maintenance and Management Needs <ul style="list-style-type: none"> Invasive species ID, mapping, and removal Native Species ID, mapping, and recommendations Implementation of protective management practices Small tree and shrub removals Amenity repair needs, removal of trash, assistance with occasional installation projects (fencing, trail repairs) 	1 Bio Tech per day 1 Arborist and/or QAL (on call if necessary)	8 hours/ day	\$85.00	104	October 1 2021 – Sept 30 2022 \$35,360.00 October 1 2022 – Sept 30 2023 \$35,360.00

C. Wildlife Management and Monitoring <ul style="list-style-type: none"> Wildlife monitoring Conduct bird nesting surveys and observations Rare and invasive species plant monitoring 	1 Bio Tech per day 1 UAS pilot (on-call if necessary)	8 hours/day	\$85.00	104	October 1 2021 – Sept 30 2022 \$35,360.00 October 1 2022 – Sept 30 2023 \$35,360.00
D. Assisting City staff with environmental compliance <ul style="list-style-type: none"> On-site strategic evaluation of habitats Assistance in MBTA, CEQA, California Endangered Species, Waters of US Classifications Developing strategies for future open space, habitat conservation 	2 Biologists @ 37 hours per quarter 60 hours for the final review by Principal Biologist/ PM = 97 hours	582 hours	\$125.00	N/A	October 1 2021 – Sept 30 2022 \$36,375.00 October 1 2022 – Sept 30 2023 \$36,375.00
Support City on-call for regulatory agencies claims, or any other City needs	2 Biologists, Principal Biologist/ PM for presentations	120 hours	\$125.00	N/A	October 1 2021 – Sept 30 2022 \$7,500.00 October 1 2022 – Sept 30 2023 \$7,500.00

October 1, 2021 – September 30, 2022					\$322,595.00
October 1, 2022 – September 30, 2023					\$322,595.00
Total (Task A - D)					\$645,190.00

endemicenvironmental.net



Endemic
Environmental Services

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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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.