

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
MOORE, IACOFANO, GOLTSMAN, INCORPORATED**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of December, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MOORE, IACOFANO, GOLTSMAN, INCORPORATED, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide consultant services for the Fairview Park Master Plan update, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

matters of concern;

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Three Hundred and Fourteen Thousand Five

Hundred and Sixty-Five Dollars (\$314,565.00). In the event that there are unforeseen costs associated with the Consultant performing services within the scope of this Agreement, the total compensation may increase by ten (10%) percent of the total compensation.

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 December 13, 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Moore, Iacofano, Goltsman, Inc.

IF TO CITY:

City of Costa Mesa

800 Hearst Ave
Berkley, CA 94710
Tel: (714) 871-3638 ext. 4040
Attn: Steve Lang

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-535
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. 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.

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

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 & Community Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

23-02

FOR

Fairview Park Master Plan Update



Parks and Community Services Department

CITY OF COSTA MESA

Released on August 11, 2022

REQUEST FOR PROPOSAL FOR Fairview Park Master Plan Update

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for **Fairview Park Master Plan Update** for the Parks and Community Services Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

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

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

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

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	August 11, 2022
Mandatory Pre-Proposal Meeting	August 23, 2022 at 11:00 a.m
Deadline for Written Questions	August 25, 2022 at 5:00 p.m.
Responses to Questions Posted	September 1, 2022 by 5:00 p.m.
Proposals are Due	September 8, 2022 at 10:00 a.m.
Interviews (tentative)	Week of September 26, 2022
Approval of Contract (Tentative)	November 2022 .

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

Pre-Proposal Conference: A MANDATORY Pre-Proposal conference will be held on **August 23, 2022 at 11:00 a.m.** in Community Room at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

II. GENERAL INSTRUCTIONS AND PROVISIONS

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

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

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

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00***

a.m. September 8, 2022. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than August 25, 2022 at 5:00 P.M. The City reserves the right not to answer all questions.

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

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

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

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

1. **Qualifications of Key Personnel ----20%**
2. **Qualifications of the Firm Experience ----40%**
3. **Method of Approach ----35%**
4. **Cost Proposal ---- 5%**

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of September 26, 2022 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628 or via video conference call. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award.

Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

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

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

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

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.
- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or

employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

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

APPENDIX A

SCOPE OF WORK

City of Costa Mesa

Fairview Park Master Plan Update

Executive Summary, Consultant Qualifications, and Scope of Work

1. EXECUTIVE SUMMARY

The planning and management of Fairview Park has been the subject of considerable public attention since the City of Costa Mesa first discussed negotiations with the County regarding the property's use, several decades ago. The property was first owned by the State Department of Parks and Recreation, which sold it along with Talbert Park, to the County of Orange in the 1970s. During this time, the City of Costa Mesa partnered with the County on park planning and design; at one point the City was to be the "concessionaire" to the County that would manage public amenities such as a lake and boating dock, recreational fields, and administrative facilities. In the mid-1980s, the County encountered financial difficulties and sold the Fairview Park section (208 acres) to the City, keeping Talbert Park as a County Regional Park.

Throughout these periods of communication between the State, County, and the City, the residents of Costa Mesa followed the park's progress closely, speaking out several times over the years emphasizing the desire for the park to remain in a passive, natural condition, and not be developed into an active recreation park. From roughly 2004-2013, the City accepted mitigation funds to restore the native plant community and establish a new wetland and riparian habitat area. During some of this period and up to 2015, the City also considered a number of active recreation uses at Fairview Park including a skate park, a dog park, and development of sports fields; however, such deliberations over converting the park into more "developed" uses failed to adequately account for the rich natural potential, endangered species and critical habitats present, and unique ecological and archeological values of the site. In November 2016, a grassroots effort led by citizens of Costa Mesa passed the petition-initiated Measure AA, known as "An Initiative Requiring Changes in Use at Fairview Park be subjected to Voter Approval." The measure was codified via an amendment to the Costa Mesa Municipal Code to require that further development and permanent improvements, construction of new facilities, and other significant changes to Fairview Park be subject to voter approval. By passing Measure AA, Costa Mesa residents effectively created a 'check' on the City's implementation of constructed improvements and other significant changes to Fairview Park, with limited exceptions as defined in the code.

In response, the City has taken several steps to work with residents and park users to recognize and preserve the core value of the natural resources within Fairview Park. In 2017, the City hired a full-time Fairview Park Administrator to oversee the operations and management of Fairview Park. That same year, the City established the Fairview Park Steering Committee, which was assembled to provide recommendations to City Council regarding Fairview Park projects and guide the City's implementation of the Fairview Park Master Plan.

Goals and Objectives

The overall goal of this update is to provide a revised plan that, when implemented, will protect, preserve, and enhance the unique natural and cultural resources of Fairview Park as a passive open space park, and that reflects the vested interests of the community and the City in environmental stewardship at Fairview Park.

The objectives of completing the updated Master Plan are as follows:

- Remove text and concepts eliminated in previous revisions that were not fully edited out of documents and exhibits, and elements that are not consistent with current conditions or community objectives.
- Add in adopted and implemented concepts that were never included in the existing documents or exhibits of the Master Plan (e.g. wetlands, conservation easement).
- Incorporate new and current concepts, laws, policies, and activities for plan implementation (Measure AA, restoration projects, maintenance practices, with focus on restoration and preservation).
- Revise public use and expand cultural/environmental interpretation and education.
- Make necessary updates to existing conditions reports based on recent and current conditions and prepare applicable environmental documentation.

During the completion of the updated Fairview Park Master Plan, the selected consultant will prepare a comprehensive updated master plan for Fairview Park which addresses the following goals:

- To restore and preserve the park as an environmental resource, and provide interpretive opportunities to educate users of the park's unique ecology, cultural history and resources.
- To manage the park as a passive recreational opportunity.
- To engage stakeholders, users, and the community at large in developing a blueprint to manage the park, which accounts for passive use recreation, environmental restoration and preservation, and funding considerations for years to come.

2. CONSULTANT QUALIFICATIONS

The selected firm will have proven experience and knowledge in park and recreation planning, project management related to parklands and conservation areas, and conducting public outreach during the performance of related projects. The selected consultant will be comprised of a multi-disciplinary team that can effectively evaluate and prepare planning-level recommendations pertaining to Fairview Park's diverse resources and assets. During the course of the project, the consultant will holistically evaluate the park's unique features and elements, and produce a comprehensive planning document that effectively integrates and draws upon various disciplines including, but not limited to:

- Ecology & habitat restoration applicable to Fairview Park's unique habitats
- Archeology and cultural resources
- Wildlife biology
- Landscape architecture
- Geology/geotechnical engineering and civil engineering

- Hydrology
- Environmental regulations related to these fields

This plan would build upon the existing Fairview Park Master Plan that was adopted in 1998, revised in 2001-2002, and updated in 2008. The updated plan will incorporate and update policies and goals from various documents that have been developed or recorded through the years.

Consultants shall also have the following qualifications:

- Demonstrated success in leading public engagement and collaboration building among diverse stakeholders;
- Prior experience in preparing park specific master plans of a similar nature, i.e. a regional park or trail system with extensive natural resources intended for more passive recreational use with a stated goal of habitat preservation;
- The technical qualifications to perform the environmental tasks outlined in the scope of work;
- Strong graphic communication and clear, concise writing style;
- A dedicated team with a single project manager to guide the project to conclusion.

Please refer to Section 3, Scope of Work for more detailed information.

A selection committee of subject matter experts will review the proposals. Finalists may be asked to present and discuss proposals during an interview evaluation. The City reserves the right to waive or modify any of these deadlines.

The City intends to present the final draft of the master plan to the City Council by early 2024, tentatively. Consultants are required to include estimated timelines in the scope of work. If a consultant has a concern regarding this estimated timeline, it must be noted in the proposal. The City is requesting proposals from qualified firms experienced in preparing and completing Master Plans for parks and natural land areas involving significant conservation objectives and related planning updates for public agencies. This updated plan will draw upon historical plans and documents used in the development of the Fairview Park Master Plan, existing documents of recently completed projects and actions since the last Master Plan update, and current site condition assessments to develop an informative management plan and decision-making tool for the operations and maintenance of Fairview Park.

Consultants are also encouraged to present innovative concepts to achieve the objectives set forth in the Request for Proposal (RFP) and to draw upon collaborative partnerships with vested community stakeholders as part of the proposal. The work described in this section is considered to be the minimum required to complete this process. In their proposals, consultants may propose additional tasks or edits to this scope that lend to the best process and results for the updated Master Plan.

In the cost proposal, each task should include a separate cost, a detailed discussion of proposed activities with sub-costs if appropriate, any assumptions that are included, particularly as they affect cost, and a timeline for completion.

3. SCOPE OF WORK

Task 1: Historical Summary / Review of Existing Documentation

- a. Kickoff meeting – City and Consultant team will discuss goals, objectives, and responsibilities.
- b. Data Compilation and Review – Consultant will be expected to be familiar with the following documents, at a minimum:
 - Fairview Park Master Plan, March 1998 (and all subsequent updates/amendments)
 - Fairview Park Master Plan – Mitigated Negative Declaration
 - CEQA Review (Completed in 2001)
 - LSA, 2007 Update: Fairview Park Biological Constraints and Opportunities
 - Fairview Park Master Plan Planning Areas
 - Master Plan Cost Estimate 5-18-2012
 - Costa Mesa General Plan
 - Sea and Sage Audubon Surveys and other biological observations
 - Rare and protected plant surveys and observations
 - Open Space Master Plan of Parks & Recreation
 - Council Policy 500-11 Implementation procedures for the Fairview Park Master Plan
 - Department of the Army Letter 9-23-94 – Waters of the U.S. Determination
 - Fairview Park Master Plan – Mitigated Negative Declaration
 - 2022 Citywide Park and Recreation Master Plan Update (In Progress)
 - Grant Deeds for Fairview Park
 - Costa Mesa Municipal Code
 - Plans for Fairview Park Wetland & Riparian Habitat Project
 - Costa Mesa Ballot Measure AA (C.M. Municipal Code, Title 12, Chapter V).
 - Fairview Park Fly Field Compatibility Evaluation
 - U.S.F.W.S. Letter to City of Costa Mesa dated July, 2014 regarding Vernal Pools Protection

Task 2: Community Outreach

The selected consultant will schedule meetings, site visits, and public workshops to secure stakeholder and public input to provide improved habitat conservation, public recreation, and environmental interpretation opportunities at Fairview Park. The consultant shall develop and implement a community outreach plan that provides sufficient opportunity for the public and community stakeholders to provide input on the updated Master Plan, such that the Final Master Plan reflects the needs and priorities of the community. Consultant will also be expected to confer with tribal representatives and indigenous stakeholders with cultural ties to the Fairview Park site during this process. The Master Plan update process can also serve as a vehicle to engage the public in understanding the unique ecology and history of Fairview Park, and foster participation and stewardship in preserving the Park's unique resources.

The consultant will be responsible for conducting meetings, developing agendas and surveys, and interacting with members of the public as necessary. Issues that are identified during the public participation process shall be addressed in the final updated master plan.

The consultant will be responsible for preparing presentations and leading a series of community outreach meetings, including:

- General Community Workshop – Two (2) Meetings are anticipated
- Fairview Park Steering Committee – Three (3) meetings are anticipated
- Parks, Arts & Community Services Commission – One (1) meeting is anticipated
- City Council Study Session Presentation – Two (2) meetings are anticipated

Task 3: Resource Assessment and Analysis of Existing Conditions

The consultant shall document conditions in Fairview Park and identify all access points and routes within the park area, including vehicular, bicycle and pedestrian entryways and thoroughfares. Consultant shall also develop a GIS-based asset management inventory of existing features and assets including, but not limited to: mitigation sites (and corresponding land protection instruments/Conservation Easements), maintenance and access routes, restroom facilities, trash receptacles, utilities, fencing and restricted areas, drainage facilities, observation points, educational hubs/kiosks, and key habitat types/land features (e.g. vernal pools, wetlands, canyon, bluffs), designated trails, as well as adjacent land areas and facilities. Consultant shall also integrate completed and active restoration projects, mitigation sites, and their real property covenants. Consultant should base final list on observations and prior experience in consultation with City staff.

As part of this task, the consultant shall perform a review of the park's sensitive environmental features and protected resources (e.g. biological, archeological, cultural, geological, etc.), and a parallel evaluation of park activities and use conditions of concern, and provide recommendations to the City based on their findings and analysis. The evaluation shall make use of historical documents and reports, correspondence with applicable regulatory agencies and resource specialists, and field observations to inform the consultant's recommendations. Throughout this analysis, consultant shall consider management and policy decisions in the context of the City's role as a land steward; the evaluation must account for safety, legal, regulatory, and conservation obligations that are conferred onto the City from its land ownership of Fairview Park.

Based on the results of the resource assessment, the consultant shall also characterize potential ecological restoration opportunities throughout the park. The consultant shall compare the previous proposed master plan and the completed objectives, and provide an update to applicable sections of the master plan based on current conditions. During this analysis, consultant shall also examine Fairview Park's context and connectivity within a larger regional open space corridor, and consider opportunities to integrate and expand upon current and planned ecological restoration efforts in the region.

The consultant shall also consult with City staff to develop an Operations, Maintenance and Management Plan for the park. The plan shall encompass the following programmatic areas of the park's management and operations:

- Public Information / Sign Program
- Docent Programming

- Enforcement
- Infrastructure Operations & Maintenance (including Trails)
- Fuel & Vegetation Management

Task 4: Master Plan Update Findings and Recommendations

The consultant will prepare a comprehensive report that summarizes the feedback received during the preceding stages of community outreach, resource assessment, and conditions analysis, and prepare a community-driven Master Plan update with recommendations. The consultant will present the Updated Fairview Park Master Plan to the community and solicit public feedback on the proposed update. The findings will be accompanied by updated master plan graphics, exhibits and a narrative report to City staff for review and comments.

Task 5: Environmental Compliance Documentation

The selected Consultant shall:

- Prepare an applicable Environmental Document and all associated notices and findings in compliance with the California Environmental Quality Act (CEQA) necessary to analyze the environmental impacts of the project, define environmental commitments, and describe mitigation and monitoring responsibilities. Consultant shall also determine whether the updated Master plan will require a National Environmental Policy Act (NEPA) review, and if so, provide a cost estimate for preparation of the applicable environmental document (i.e. joint CEQA/NEPA documentation).
- Review and make corrections to the Updated Master Plan and environmental documents, as necessary, after review with applicable reviewing agencies and as directed by staff.
- Organize and lead public outreach meetings; consult with Responsible agencies as required.
- Establish and maintain an accurate environmental administrative record.
- Participate in public meetings and formal hearings, if applicable.
- Identify regulatory permits and approvals required to construct the project. Possible environmental regulatory processes include, but may not be limited to:
 1. Biological opinion by the U.S. Fish & Wildlife Service
 2. Streambed alteration agreement with the CDFW
 3. Others (consultant may propose other permits/approvals anticipated for the project).

EXHIBIT B

CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

Fairview Park Master Plan

Proposal | September 8, 2022



109 W. Union Avenue | Fullerton, CA 92832
(714) 871-3638 | www.migcom.com

In association with:

Land IQ | Cogstone Resource Management Group | Hamilton Biological
Glenn Lukos Associates | Geotechnical Professionals | CWE



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CALIFORNIA

BERKELEY, FULLERTON,
LOS ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO, SAN JOSE,
AND SONOMA

COLORADO

DENVER

OREGON

PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

September 8, 2022

Kelly Dalton
City of Costa Mesa
77 Fair Drive 1st Floor
Costa Mesa, CA

Dear Selection Committee Members:

Fairview Park is a beloved cultural and natural resources asset for the community of Costa Mesa and the region. We understand and appreciate the importance, value, and contribution this park makes to protecting the vulnerable biological diversity within the California Floristic Province. Fairview Park has two Nationally Registered Cultural Resource Historic Sites and serves as the gateway to the Santa Ana River Trail and a connection to rich natural coastal resources for residents and visitors. MIG is pleased to submit this proposal for an update of the Fairview Park Master Plan. We are genuinely excited about the opportunity to play an important part in telling the greater story of this 208-acre parkland and conservation area. Restoring and preserving the park as an environmental resource for study, interpretation, and education as well as passive recreation is a challenging and meaningful goal that aligns with MIG's core principles.

It is remarkable what has been preserved in this special place and we will tap into the passions and values of the community that have led to this point. Our community engagement approach will be grounded in proactive listening. Understanding and working within the natural, cultural, and ecological processes of the site will be a touchstone throughout the planning process.

The MIG Team is prepared to dedicate its resources to the City of Costa Mesa and respond quickly with our professional expertise throughout the Fairview Park Master Plan Update process. Our Orange County/Fullerton office will take the primary lead on this project. We have assembled a strong, proven team of Southern California experts in specific environmental planning services to address ecology and habitat restoration, archeology and cultural resources, wildlife biology, geology, and civil engineering including Land IQ, Glenn Lukos Associates, Hamilton Biological, Cogstone, GPI, and CWE. Our team's combined experience, with the San Gabriel River Corridor Master Plan, Santa Ana River at Yorba Regional Park, and most recently Anaheim Coves and Aliso and Wood Canyons Wilderness Park Nature Center, will bring valuable assessment insight and proven public engagement and interpretive methods to Costa Mesa.

We have carefully reviewed the RFP, submission forms, and answers provided by the City. We attended the pre-proposal site meeting and tour. As Principal-in-Charge, I will be the firm contact during the RFP review process. I can be reached at (714) 871-3638 ext. 4040; by cell phone at (714) 600-0817; or stevel@migcom.com. We would very much like to work in collaboration with City staff, leaders, and stakeholders to produce a Master Plan that will successfully guide the future of Fairview Park.

Sincerely,

Steve Lang, PLA, ASLA, CPRS
Principal-in-Charge



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Background and Project Summary

Within the City of Costa Mesa is the 208-acre jewel and beloved cultural and natural resource of Fairview Park. This site has experienced transformations and human disturbances over the years, but what is remarkable is what has been preserved in the center of a highly urbanized landscape. This preservation effort has been led by residents deeply invested in preserving the region's natural and cultural resources and preserving habitat for the creatures that call Fairview Park home. This demonstrates the communities' values and the City's responsiveness to the voice of their constituents. The Fairview Park Master Plan Update project presents the unique opportunity to analyze, synthesize and update the vision for the future of Fairview Park.

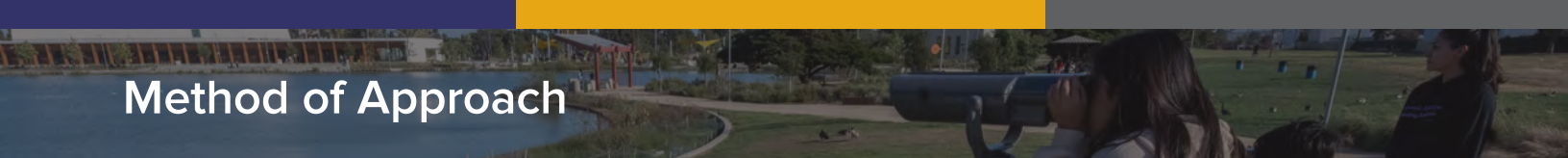
In 1998, the City of Costa Mesa (City) prepared and approved a master plan for Fairview Park (Plan). The Plan was revised in 2002 and 2008. The City is now looking to revise the Plan to protect, preserve, and enhance the unique natural and cultural resources of Fairview Park as a passive open space park, which reflects the vested interests of the community and the City in environmental stewardship at Fairview Park.

The updated Fairview Park Master Plan will address the following goals:

- » Restore and enhance the park as an environmental resource, and provide interpretive opportunities to educate users about the park's unique ecology, cultural history, and resources.
- » Manage the park as a passive recreational opportunity.
- » Engage stakeholders, users, and the community-at-large in developing a blueprint to manage the park, which accounts for passive use recreation, environmental restoration and preservation, and funding considerations for years to come.

Fairview Park is linked with adjacent open spaces in what is known as The Ecological Staircase, which extends from the mouth of the Santa Ana River and along the river to the mesa lands. Several historic plant communities that could be found on the site are sandy coastal scrub, coastal bluff scrub, dry creek scrub, native grasslands, and vernal pools. Within these remnant habitats several special-status wildlife species have been identified including burrowing owls and California gnatcatchers. This site also has a rich cultural heritage with two archaeological sites, CA-ORA-58 and CA-ORA-506, located within the plan area. CA-ORA-58 dates from 1500 B.C. to the late 19th century and was listed in the National Register of Historic Places (NRHP) in 1972. The plan area is located within the shared territory of the Gabrielino (Tongva) and Juaneño (Acjachemen) Nations. CA-ORA-58 and CA-ORA-506 are part of a larger cultural landscape that connected several villages, now represented by archeological sites, situated along the Santa Ana River and the Southern California coast.





Method of Approach

Drawing on our deep experience guiding organizations and communities in planning for and designing natural and built environments in diverse settings, MIG will provide the expertise to facilitate and execute every aspect of the City of Costa Mesa Fairview Park Master Plan Update. Our process recognizes the interdependence of meaningful stakeholder engagement, biological investigations, environmental documentation, design-thinking and storytelling.

Project Management

Our management approach has been specifically tailored to the anticipated requirements of the project and emphasizes the collaborative interactions required for successful project delivery. Management will be led by MIG's **Steve Lang**. As Principal-in-Charge, he will oversee and synthesize park planning, engagement, and biological and environmental documentation. Our Project Manager, **Jenni Zell**, will work closely with Steve and the team to support the collaborative nature of the Master Plan Update process. Jenni will be the primary MIG contact who is responsible for the day-to-day management of all phases of the project and coordination of client, staff, and subconsultants to ensure consistency and continuity through management of scope, quality, schedule, and deliverables. As Project Manager, Jenni will monitor the progress of work, integration of the various disciplines, and any emerging concerns that require communication to the City.

MIG's **Taylor Peterson** will lead biological analysis and MIG's **Mike Campbell** will lead Environmental Analysis. **Betty Kempton** of MIG will be responsible for GIS and provide support to Taylor on biological studies and analysis documentation and reports. MIG will be responsible for guiding the engagement process under the direction of Steve and Jenni. **Land IQ** will identify habitat restoration and enhancement potential and **Cogstone** will provide cultural, paleontological,

and tribal cultural resources services. This core team will work collaboratively throughout the process to provide effective project design, technical excellence, and communication management to facilitate a coordinated design that meets the high level of quality and cost expectations for such an important City project. In addition, Hamilton Biological, Glenn Lukos Associates (GLA), Geotechnical Professionals (GPI), and CWE will provide additional technical expertise. Our management team will utilize key lessons learned on previous major projects to guide the team's efforts throughout the process. We understand that a project of this magnitude, when successfully delivered, can strengthen the Costa Mesa and surrounding communities as well as guide other projects with similar aspirations.

Scope of Work

The following approach outlines our methodology, process, and anticipated engagement efforts that will be effective and efficiently lead to a successful Fairview Park Master Plan Update project. We will work with you to refine this plan to fully meet your needs and budget while ensuring a high-quality project.

TASK 1: HISTORICAL SUMMARY / REVIEW OF EXISTING DOCUMENTATION

The MIG Team will compile, review, and become familiar with all relevant project documents including the following: planning documents; existing biological surveys and observations; environmental documentation; relevant codes, regulations, and legal documents; and existing historical and cultural documents and reports.

Task 1 Deliverables: A letter memo report summarizing the findings of the historical summary and review of existing documentation will be prepared and delivered to the City.

TASK 2: COMMUNITY OUTREACH

MIG will effectively manage public engagement and develop a community outreach strategy with a schedule of activities, associated products, and team roles in collaboration with City staff. The community outreach strategy will be updated during all project phases to ensure the relevance, integration, and prioritization of community engagement in the design and planning process. Public engagement will be tied closely to the Master Plan Update development process to gain input at critical design benchmarks including: General Community Workshops (2); Fairview Park Steering Committee Meetings (3); Parks, Arts & Community Services Commission meeting (1); and City Council Study Session Presentations (2).

The Plan will require compliance with SB-18 and AB-52. The MIG Team will draft Native American consultation letters to the Tribes listed on the Native American Heritage Commission's (NAHC) SB-18 and AB 52 Tribal consultation lists. MIG recommends contacting two additional Tribal governments in addition to the list provided by the NAHC: the Gabrielino-Shoshone Nation, chaired by Nick Rocha, and the Ti'at Society/Traditional Council of Pimu, directed by Cindi Alvitre.

Task 2 Deliverables: Presentation materials and a summary report from each meeting will be prepared and delivered to the City.

Task 2 Optional Service: Tribal Advisory Committee

The Request for Proposal describes General Community Workshops and presentations to the Fairview Park Steering Committee to gather stakeholder and community input. However, Tribes are sovereign Nations and should be accorded that respect by providing their input in meetings separate from the general public. The Plan area and immediate vicinity are sensitive for archaeological and Tribal cultural resources and has been identified as culturally important to the local Native American Tribes. It is also recognized as part of a larger cultural landscape. As a result, the consultant team recommends creating a Tribal Advisory Committee (TAC) made up of

representatives of the nine tribes: Gabrieleño Tongva San Gabriel Band of Mission Indians. The MIG Team will lead and facilitate up to two virtual TAC meetings and two site visits.

TASK 3: RESOURCE ASSESSMENT AND ANALYSIS OF EXISTING CONDITIONS

Fairview Park is highly valued for its rich biological resources, and it has been the subject of multiple biological studies over the years. MIG's biology group has reviewed many of these documents while preparing this proposal. Rather than repeat studies to document existing conditions, MIG plans to leverage current knowledge about the park for the Master Plan, and we have teamed with Land IQ, Hamilton Biological, and GLA to bring additional expertise and local knowledge to the team. To be cost efficient, our approach is to assume that certain special-status species are present and focus our team's biological expertise on the following: mapping existing habitat; evaluating habitat quality for these target species; and specifying what measures to include in the Master Plan to protect the species, minimize permit requirements, and improve overall habitat quality.

CEQA allows applicants to assume presence of species if appropriate avoidance measures are provided for potential impacts, and the Master Plan Update will define protective measures for each of these species to guide future projects, minimize potential impacts, and streamline future permit requirements. The MIG Team will identify restoration opportunities and protective measures for the species that are assumed to occur in the park, based on prior surveys (see table on Page 4).

This scope of work includes the following field surveys:

- » Avian Inventory – a reconnaissance-level avian inventory consisting of three visits during the breeding season
- » Vegetation Survey – vegetation types define what habitat is available for wildlife and are a key component to the Master Plan. MIG will compile existing vegetation maps for the

SPECIES ASSUMED PRESENT BASED ON PREVIOUS SURVEYS

Special-status Wildlife	Special-status Plants
<p>California least tern (<i>Sternula antillarum browni</i>; FE)</p> <p>Least Bell's vireo (<i>Vireo bellii pusillus</i>; FE)</p> <p>Peregrine falcon (<i>Falco peregrinus</i>; FP)</p> <p>White-tailed kite (<i>Elanus leucurus</i>; FP)</p> <p>Burrowing owl (<i>Athene cunicularia</i>; CSC)</p> <p>Least bittern (<i>Ixobrychus exilis</i>; CSC)</p> <p>Loggerhead shrike (<i>Lanius ludovicianus</i>; CSC)</p> <p>Northern harrier (<i>Circus hudsonius</i>; CSC)</p> <p>Yellow warbler (<i>Dendroica petechia</i>; CSC)</p> <p>Yellow-breasted chat (<i>Icteria virens</i>; CSC)</p> <p>Cooper's hawk (<i>Accipiter cooperii</i>; WL)</p> <p>Riverside fairy shrimp (<i>Streptocephalus woottoni</i>; FE)</p> <p>San Diego fairy shrimp (<i>Branchinecta sandiegonensis</i>; FE)</p>	<p>Orcutt's grass (<i>Orcuttia viscida</i>; FE)</p> <p>Chaparral sand-verbena (<i>Abronia villosa</i> var. <i>aurita</i>; CRPR 1B.1)</p> <p>San Diego button celery (<i>Eryngium aristulatum</i> var. <i>parishii</i>; CRPR 1B.1)</p> <p>Southern tarplant (<i>Centromadia parryi</i> subsp. <i>australis</i>; CRPR 1B.1)</p> <p>Mud nama (<i>Nama stenocarpum</i>; CRPR 2B.2)</p> <p>Lewis's evening-primrose (<i>Camissoniopsis lewisii</i>; CRPR 3)</p> <p>Little mouseltail (<i>Myosurus minimus</i> ssp. <i>apus</i>; CRPR 3.1)</p> <p>South Coast branching phacelia (<i>Phacelia ramosissima</i> var. <i>austrolitoralis</i>; CRPR 3.2)</p> <p>Small-flowered microseris (<i>Microseris douglasii</i> ssp. <i>platycarpha</i>; CRPR 4.2)</p> <p>Lemmon's phalaris (<i>Phalaris lemmoni</i>; OP)</p> <p>Pacific foxtail (<i>Alopecurus saccatus</i>; OP)</p>

Abbreviations: FE= Federally Endangered, FT= Federally Threatened, CSC= California Species of Special Concern, FP= California Fully Protected Species; WL= California Watch List Species; CRPR= California Rare Plant Rank; OP= Only Population in Orange County

park and immediately adjacent areas (see GIS below), and will work with Land IQ to identify data gaps and update the vegetation based on a reconnaissance-level field visit to map current vegetation. Vegetation mapping will include rare plant and sensitive habitat surveys and identify possible wildlife corridors through the park.

- » Jurisdictional Features – this task includes a reconnaissance-level field visit to prepare a current GIS-based map of vernal pools, wetlands, and other features that fall within the jurisdiction of the U.S. Army Corps of Engineers and will focus on Master Plan areas outside of existing wetland mitigation sites.

GIS-based Asset Management Inventory

MIG and Land IQ will develop the GIS-based asset-management inventory, including the base maps to be used for the site inventory. The inventory will include the physical, biological, legal, and cultural resources in the park, and will provide a historical context to the Master Plan. MIG will provide quality assurance of mapping completed by our subconsultants and will consolidate the maps and data package. MIG, Land IQ, and Cogstone will work together to develop biological and cultural resources maps at a planning level since some resource mapping is protected from publication.

Habitat Enhancement and Restoration Potential

Land IQ will draft the habitat preservation, restoration, and enhancement goals and objectives for the Master Plan for MIG review. Based on an understanding of the context of the park (both surrounding areas and internal mitigation commitments), Land IQ will describe restoration opportunities for the park, and specify restoration and enhancement strategies so the Master Plan will guide restoration in areas of the park that are not currently committed to other mitigation projects in a way that is compatible with other mitigation requirements. The information will identify areas for future restoration that may be funded by outside sources. The Master Plan will provide an overall framework to assure that the restoration activities are coordinated and complement each other.

MIG will prepare a matrix and discussion of the permit requirements triggered by Master Plan activities as a stand-alone document. In developing this matrix, the biology team and our cultural resources subconsultant will participate in an internal workshop to discuss restoration plans and operation and maintenance activities that would require permits, and also discuss methods to avoid significant effects on special-status species.

To understand the impacts to the cultural, paleontological, and Tribal cultural resources present within the Plan area, a reconnaissance survey will be conducted. This survey will not cover the entire 208-acre Project area but focus on the previously documented boundaries of CA-ORA-58 and CA-ORA-506 to document the current conditions of the sites and impacts. A recent visit to the western portion of Fairview Park in July 2022 shows that unauthorized trails and pothunting have damaged CA-ORA-58, resulting in artifacts visible on the surface. Cogstone will update the site records for CA-ORA-58 and CA-ORA-506 on California Department of Parks and Recreation 523 (DPR 523) forms. A brief reconnaissance paleontological resources survey will also be conducted to inspect representative areas with exposed sediments.

Task 3 Deliverables: The biology team will prepare a summary of the natural resources for the Master Plan, including maps, habitat descriptions, ecological information about each special-status species, identification of jurisdictional areas, and a brief description of existing mitigation commitments. Cogstone will prepare a cultural, paleontological, and Tribal cultural resources assessment report that will summarize the methods used for the assessment; records search results; potential impacts to cultural, paleontological, and Tribal cultural resources; and avoidance measures. The assessment will also summarize Tribal feedback. The updated DPR 523 forms will be appended to the report. The draft report will be provided to the City for review. The report will also be provided to TAC members for review and feedback.

Task 3 Optional Service: Operations, Maintenance, and Management Plan

The MIG Team shall prepare an Operations, Maintenance, and Management Plan for the park that addresses the Park's public information and sign program, docent programming, enforcement, infrastructure operations and maintenance, and fuel and vegetation management. This document will be developed in collaboration with M&O staff and management team and is a critical

component to meeting the preservation and restoration goals of the Master Plan Update. This task includes meetings and coordination with City staff, the development of a long-term maintenance plan including recommendations for replacement planting, seeding, invasive plant control, weed maintenance, native emergent vegetation maintenance and trimming protocol to maintain trail access, access to maintenance facilities, and wind-blown trash removal. The Final Operations, Maintenance, and Management Plan will include an easy-to-read graphic guide to instructions to be used in the field by maintenance staff.

TASK 4: MASTER PLAN UPDATE FINDINGS AND RECOMMENDATIONS

The MIG Team will holistically evaluate the park's diverse resources and assets and effectively evaluate and prepare planning-level recommendations in a comprehensive report. The report will summarize and synthesize feedback and findings resulting from Tasks 1-5 into a comprehensive, accessible, and community-driven Master Plan update document.

Task 4 Deliverables: Updated master plan graphics and exhibits, Draft Master Plan Update, and Final Master Plan Update documents.

TASK 5: ENVIRONMENTAL COMPLIANCE DOCUMENTATION

Based on our review of existing details about Fairview Park, we have determined that a programmatic Initial Study/Mitigated Negative Declaration (IS/MND) would be suitable for the Master Plan, as long as any specific development projects within the park are not detailed in the Master Plan. Specific development projects would be addressed under subsequent California Environmental Quality Act (CEQA) review, tiering off the programmatic IS/MND. Alternatively, the City may determine that public concern about the Master Plan warrants the additional review provided by a programmatic Environmental Impact Report (EIR), including an alternatives analysis. For efficiency, this scope of work only

details a programmatic IS/MND, but we would be happy to discuss CEQA strategy with the City before starting the CEQA analysis.

The environmental impact analysis presented in the Initial Study will focus on those policies and programs in the Master Plan that could have a direct or indirect physical impact on the environment. In order for the City to approve the Master Plan Update with an IS/MND, all identified direct and indirect impacts must be mitigated to less than significant levels. The MIG Team will prepare the necessary technical reports to support the Initial Study. These technical reports will identify avoidance measures and Best Management Practices to be applied to each future project developed under the Master Plan to avoid significant environmental impacts, as defined by CEQA. The technical studies are described further under Task 3.

Regarding NEPA, it is our understanding that preparation of the Master Plan is not federally funded and therefore is not subject to NEPA. It is possible that future projects could be funded with federal grants and therefore be subject to review under NEPA. NEPA compliance for those specific projects would be addressed at that time, and the NEPA document would follow the guidelines of the federal lead agency (each agency differs). We do not recommend using a combined state/federal review such as an Initial Study/Environmental Assessment and MND/FONSI (Finding of No Significant Impact) to tier future projects.

MIG will prepare an Initial Study based on the City's Environmental Checklist to analyze the pProject's potential impacts. We will provide thorough and comprehensive answers to each Checklist question including an environmental and regulatory setting discussion, impact discussion, and mitigation measures, as appropriate. The impact analysis will be supported by tables, figures, maps, and graphics, as appropriate. Source information will be referenced.

We will perform all of the CEQA analysis inhouse. Our investigation into traffic impacts associated with implementation of the Master Plan will be supported by the City of Costa Mesa 2015-2035 General Plan and supporting technical reports, and we do not anticipate the need for a traffic engineer. We do not propose to conduct air emission modeling because all development projects covered under this CEQA document are assumed to be well below the South Coast Air Quality Management District's Air Quality Significance Thresholds. We do not propose to collect ambient noise measurements as we will rely on existing information. MIG analysts will synthesize the information provided by biology and cultural resource experts to respond to the Checklist questions in these disciplines.

The Master Plan may include activities within the jurisdiction of the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Regional Water Quality Control Board, and/or the California Department of Fish and Wildlife. The park is outside of the coastal zone, so it is not subject to a Coastal Development Permit. It is also not within the Orange County Central-Coastal NCCP/HCP reserve system. Under Task 3 we described that a matrix and discussion of the permit requirements triggered by Master Plan activities will be prepared as a stand-alone document. It will list the restoration, operation, and maintenance activities that would require permits, and identify methods to avoid both significant effects on special-status species and triggering permits. We will begin discussions under Task 3 and provide a final summary to be used in the CEQA analysis in Task 5. The stand-alone document can be used by the City for future reference about permit requirements.

Task 5 Deliverables: CEQA Project Description, Admin Draft IS/MND, Public Draft IS/MND, Notice of Intent (NOI), MMRP, Notice of Determination (NOD); all deliverables will be provided to the City in electronic format.

Proposed Project
Schedule

		2022		2023												2024				
		Week 1-4	Week 5-8	Week 9-12	Week 13-16	Week 17-20	Week 21-24	Week 25-28	Week 29-32	Week 33-36	Week 37-40	Week 41-44	Week 45-48	Week 49-52	Week 53-56	Week 57-60	Week 61-64	Week 65-68	Week 69-72	
		Nov 14	Dec 12	Jan 9	Feb 6	Mar 6	Apr 3	May 1	May 29	Jun 26	Jul 24	Aug 21	Sep 18	Oct 16	Nov 13	Dec 11	Jan 8	Feb 5	Mar 4	
Assumes NTP on November 15, 2022																				
Task 1: Historical Summary / Review of Existing Documentation																				
1.01	Kick-off meeting	Week 2																		
1.02	Develop project work plan	Week 1																		
1.03	Review existing planning efforts	Week 1-3																		
1.04	Review existing biological reports, surveys, and observations	Week 1-4																		
1.05	Review existing environmental documentation		Week 2-6																	
1.06	Review relevant codes, regulations, and legal documents		Week 2-6																	
1.07	Review existing historical and cultural documents, and reports		Week 2-6																	
	Deliverable: Documentation Review Memo		Week 8																	
Task 2: Community Outreach																				
2.01	Develop community outreach plan	Week3																		
2.02	Staff workshop #1	Week 4																		
2.03	Develop communication materials		Week 4-8																	
2.04	Fairview Park Steering Committee Meeting #1		Week 8																	
2.05	Native American scoping and follow up																			
2.06	AB 52 and 18 Consultations and follow up																			
2.07	Parks, Arts & Community Services Commission Meeting																			
2.08	General Community Workshop #1			Week 10																
2.09	Fairview Park Steering Committee Meeting #2											Week 41								
2.10	General Community Workshop #2											Week 42								
2.11	City Council Study Session Presentation #1											Week 44								
2.12	Fairview Park Steering Committee Meeting #3												Week 46							
	Deliverables: Presentation Materials, Summary Report of each Meeting																			
Task 3: Resource Assessment and Analysis of Existing Conditions																				
3.01	Site Visit and biology-specific kick-off meeting	Week 3																		
3.02	Field Surveys: Avian, Jurisdictional Features									Week 3-36										
3.03	Develop GIS-based assets management inventory									Week 3-36										
3.04	Field Surveys: vegetation and rare plants									Week 3-36										
3.05	Investigation of site cultural and paleontological resources		Week 3-8																	
3.06	investigation of site archaeological and historical resources			Week 5-10																
3.07	Investigation by engineering geologist			Week 5-10																
3.08	Internal team workshop										Week 38									
3.09	Staff workshop #2										Week 40									
3.10	Evaluation of park uses and activities											Week 38-40								
3.11	Develop analysis of park resources with uses and activities											Week 38-42								
3.12	Identify and characterize potential restoration opportunities											Week 38-43								
3.13	Staff workshop #3											Week 44								
	Deliverables: Resource Assessment and Findings and Analysis Memo, Site Maps, Restoration Opportunities Memo																			
Task 4: Master Plan Update Findings and Recommendations																				
4.01	Develop updated master plan graphics and exhibits												Week 8-43							
4.02	Develop narrative report for updated master plan												Week 8-43							
4.03	Submit DRAFT Master Plan Update to City												Week 48							
4.04	Receive City staff feedback on DRAFT report													Week 50						
4.05	Revise Master Plan Update based on City feedback													Week 50-52						
4.06	Submit FINAL Master Plan Update to City													Week 52						
	Deliverable: Master Plan Update Document																			
Task 5: Environmental Compliance Documentation																				
5.01	IS/MND Initiation												Week 47							
5.02	Submit Draft Project Description													Week 48						
5.03	Receive City staff feedback on Project Description													Week 49						
5.04	Revise Project Description													Week 50						
5.05	Submit Admin Draft IS/MND														Week 54					
5.06	Receive City staff feedback on Admin Draft IS/MND														Week 56					
5.07	Submit Public Review Draft IS/MND															Week 58				
5.08	30-day public review of IS/MND																Week 63			
5.09	Submit draft RTC, MMRP, NOD																	Week 65		
5.10	Receive City staff feedback on RTC, MMRP, NOD																	Week 66		
5.11	Submit final RTC, MMRP, NOD																	Week 67		
5.12	Planning Commission/City Council Hearings																		TBD	
	AGENCY PERMITTING																			
5.13	Agency review meetings																			
5.14	Prepare permitting flow chart document and narrative																			
	Deliverables: New and Updated Environmental Documents, Regulatory Permitting Memo																			

Qualifications and Experience of the Firm

About MIG, Inc.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

LANDSCAPE ARCHITECTURE

MIG offer a full range of services including site assessment, programming, concept and schematic design, feasibility analysis, irrigation and planting design, construction documentation and administration, and site maintenance manuals. Our approach is cross-generational and universal—allowing all ages and abilities to share in the experience; integrated—considering all aspects of a project from vision to construction to ongoing maintenance; collaborative—partnering with clients and communities to foster ownership and advocacy; and creative—striving for innovation in design, programming, and implementation.

ENVIRONMENTAL PLANNING

For nearly four decades, MIG has served public and private clients of every size and jurisdiction—from single property owners to city, county, and state governments to regulatory agencies and developers—as a full-service environmental consulting firm. Our dedicated staff has the experience to guide clients in environmental regulatory compliance, restoration design and

implementation, technical studies, and climate action plans. As a complement to our planning, design, and development services, we bring critical information into the process, and ultimately into key decisions impacting feasibility, livability, and successful project implementation.

FIRM DETAILS

- » **Firm Name:** Moore Iacofano Goltsman, Inc. (MIG)
- » **Corporate Address:** 800 Hearst Avenue, Berkeley, CA 94710
- » **State and Incorporation Date:** CA, 04/05/1990
- » **Officers:** Daniel Iacofano, Carolyn Verheyen, Christopher Beynon
- » **Local Office Address:** 109 W. Union Avenue, Fullerton, CA 92832
- » **Date of Local Office Opening:** September 1991. MIG acquired this office in February 2006. We have a total of 13 offices around the country located in California, Oregon, Washington, Colorado, and Texas.
- » **Amount of Years MIG has Done Business Under the Name MIG:** 40

COMMUNITY SUPPORT

MIG has supported clients when special needs arise. We have been a sponsor for the Los Angeles Neighborhood Land Trust's Annual Garden Party to promote the development of parks in underserved communities. We are currently providing construction support services for LANLT's Wishing Tree Park, an eight-acre Superfund former brownfield site in West Carson. We recently provided pro-bono design services for our client Pitzer College to assist in the redesign of their campus student garden. We annually support the City of Anaheim's Volunteer Awards Luncheon and provided pro-bono outreach services to elementary school students for the design of a play area associated with Anaheim Coves, a multiuse trail along the Santa Ana River.

MIG has a 501K nonprofit PLAE that has provided funding to develop play areas in underserved areas. Funds were applied for and used at Compton Creek Nature Park to remunerate the Washington Elementary School teachers for their extra participation in the design process, assuring that curriculum opportunities were considered in the adjacent park design. In the past we have supported career days at local high schools by providing exhibits and talking about landscape architecture as a profession. MIG has a Diversity, Equity, and Inclusion Studio that was established in 2018 with the intent of pursuing projects and staff that represent and help address the great breadth of needs in our country.

FINANCIAL CAPACITY

MIG has no debt and has current assets 3.6 times over current liabilities. MIG can provide financial statements if requested.

Our Subconsultants

LAND IQ, LLC

Land IQ, LLC (Land IQ), was founded in 2012 by agricultural and soil scientists with extensive consulting experience in the agricultural and environmental service industry. Land IQ is a multidisciplinary team of ecologists and biologists, environmental planners, soil scientists, agronomists, and remote sensing and GIS specialists with offices in Los Angeles. Land IQ specializes in native habitat restoration, land management, soil science, water resources, and enhancement of natural systems in the urban environment.

COGSTONE RESOURCE MANAGEMENT GROUP, INC.

Cogstone Resource Management, Inc. (Cogstone), is a California corporation and women-owned disadvantaged business enterprise (WBE/DBE #49374) that specializes in archaeology, history, and paleontology. For over 21 years, Cogstone has provided competent and respectful cultural and paleontological resources services to assist clients in meeting compliance requirements for federal, state, and local regulations.

HAMILTON BIOLOGICAL, INC.

Robert A. Hamilton has been consulting independently since 1994, and in 2009 he incorporated as Hamilton Biological, Inc. Working as part of a network of respected specialists, Hamilton Biological conducts endangered species surveys, general plant and wildlife surveys, preparation of EIRs and other CEQA documents, noise monitoring, land planning and management, and independent third-party review of biological reports, impact analyses, and mitigation plans.

GLENN LUKOS ASSOCIATES

Glenn Lukos Associates (GLA) is a specialty environmental consulting firm with expertise in a small niche of environmental issues, including wetland and other water-related permitting, wetland delineation, habitat restoration design, mitigation implementation, mitigation monitoring, biological surveys, and endangered species coordination.

GEOTECHNICAL PROFESSIONALS INC.

Geotechnical Professionals Inc. (GPI), was formed in 1989 with a vision of providing geotechnical engineering services to quality-oriented clients in Southern California. By focusing on technical thoroughness and responsiveness, GPI has established a successful practice, based almost entirely on repeat business and referrals. Over the past 33 years, GPI has provided geotechnical services on over 2,000 projects, ranging from small testing assignments to complex geotechnical investigations and construction monitoring services.

CWE

Since 2006, CWE's trusted and distinguished civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. CWE has served over 150 public municipalities, utility companies, private businesses, and federal agencies.



Malibu Legacy Park Art Enhancement Plan

In 2015, MIG was part of a team that evaluated the existing Malibu Legacy Park and proposed a master plan. It was generally acknowledged that the park was underutilized and that recent and planned development in the immediate area would place increasing demands on the facility. Members of the design team performed multiple site visits with the City and conducted interviews with members of the Cultural Arts Commission Ad Hoc Committee, City administration, and other stakeholders, as well as participated in formal presentations to the community. Based on these meetings, and the conceptual proposals presented as a basis for discussion, the design team executed a successive series of modifications and expansions of the proposals, which resulted in a final conceptual plan.

PROJECT DETAILS

Firm: MIG

Client: City of Malibu

Location: Malibu, CA

Dates: 2016



El Dorado Nature Center

MIG worked with the El Dorado Nature Center and the City of Long Beach on the renovation of the entry for the Nature Center. As a facility that serves thousands of local schoolchildren—many who have never experienced nature—the design concept is based on providing an area of transition between the urban and natural environments. The completed 3/4-acre space includes a new entry threshold, council ring amphitheater, naturalized exploration area, new pre-fabricated pedestrian bridge, native plantings, pathways, and monument signage. The project called for a new gateway including a separate entrance for tour groups, as well as improved signage and an ADA-compliant pedestrian bridge connecting to the Nature Center building and trails.

MIG was the prime consultant and provided full-service landscape architecture through construction administration.

PROJECT DETAILS

Firm: MIG

Client: El Dorado Nature Center, City of Long Beach

Location: Long Beach, CA

Reference: Meaghan O'Neill, Supervising Park Naturalist, (562) 570-1746

Dates: 2017



Colorado Lagoon Open Channel Restoration

Colorado Lagoon is an 18-acre saltwater tidal lagoon hydraulically connected to Alamitos Bay and the Pacific Ocean through an extensive underground box culvert. The Colorado Lagoon Open Channel Restoration project will remove the existing culvert and reconnect the Lagoon with the Bay by re-creating an open water connection. The artistic rendering (image above) of the open channel restoration was used by City of Long Beach staff to communicate to the public what the future project would look like. When the project was first introduced to the public, there was push-back from community members who were concerned about losing valuable public recreation space. The bird's-eye view was an effective tool in communicating to project stakeholders how restoration and recreation were integrated into the project design. The project includes channel restoration, athletic fields, and park improvements. New intertidal habitat, subtidal habitat, and eelgrass beds; new sport fields; and passive recreational trails and park areas will be created. This project will restore the ecological value of one of Southern California's last remaining coastal lagoons. The project creates over three acres of new and restored intertidal and upland habitat areas.

PROJECT DETAILS

Firm: MIG

Client: Anchor QEA

Location: Long Beach, CA

Dates: 2016



Hermosa Beach Climate Change Adaptation and Resiliency Measure

The Hermosa Beach Climate Change Adaptation and Resiliency Measure's (CCARM's) focus is to reduce climate change impacts to the incredible natural and built resources of Hermosa Beach and the substantial public infrastructure providing access to these resources. The beach, ocean, and boardwalk are beloved by the people of Hermosa Beach and the larger South Bay region for recreation and relaxation. The beaches and ocean are the economic and cultural heart of the City—resources exposed to flooding risk in their existing condition and with Sea Level Rise (SLR) projection scenarios. Through this project the City of Hermosa Beach evaluated risks to existing utilities and public infrastructure under various SLR scenarios and developing a shared vision for green infrastructure improvements and a new living shoreline. The project is an effort to increase resilience within the coastal zone from the impacts of climate change and SLR, protect public safety, and maintain coastal access. The two phases of this project included a constraints analysis and a conceptual design.

PROJECT DETAILS

Firm: MIG

Client: City of Hermosa Beach

Location: Hermosa Beach, CA

Reference: Douglas Krauss, Environmental Programs Manager, City of Hermosa Beach, (310) 750-3603, dkrauss@hermosabeach.gov

Dates: 2021 – 2022



Magic Johnson Park

MIG developed a conceptual master plan for the 120-acre park that combines new recreation amenities with green infrastructure. Approved by the Los Angeles County Board of Supervisors in 2016, MIG, as the Prime Consultant, led the design and implementation of the first phase of the master plan, which includes a new community event center; a lakeside community loop trail with picnic areas, fitness equipment, and scenic viewpoints; a destination children's play area and outdoor classroom; and native landscaping. In MIG's design, the park is also landscape infrastructure—functioning as a natural filtration and irrigation system that benefits both human and natural ecologies. In this first phase, stormwater runoff is directed to a biofiltration area in the form of mitigated wetland surrounding one of the park's two lakes. The filtered water fills the lake and is recirculated to irrigate the park. In addition, the wetland creates a habitat for birds, insects, and other urban wildlife. In future phases, the same water treatment strategy can be applied to the second lake to provide clean water to other communities.

PROJECT DETAILS

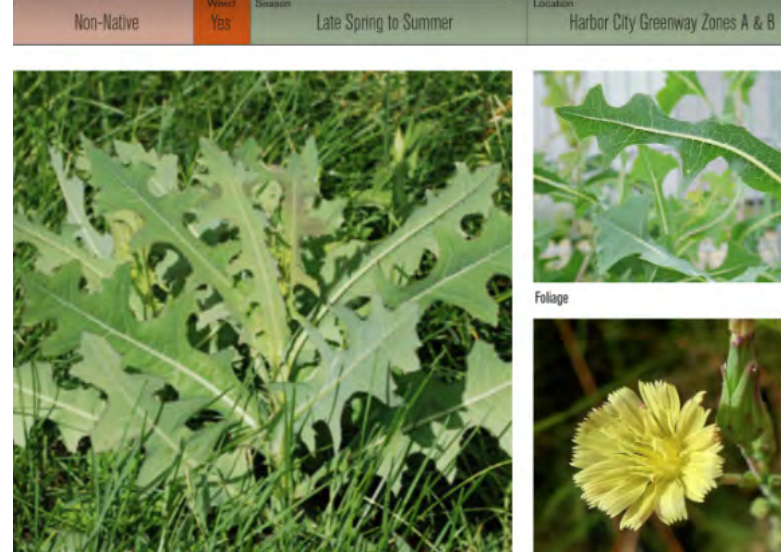
Firm: MIG

Client: County of Los Angeles Department of Parks and Recreation

Location: Los Angeles, CA

Reference: Sean Sackett, Departmental Facilities Planner, Los Angeles County Parks & Recreation (626) 588-5351, SSackett@parks.lacounty.gov

Dates: 2016- 2021



LA Sanitation and Environment Prop O

In 2004, Los Angeles County voters overwhelmingly passed Proposition O to fund projects designed to prevent and remove pollutants from the regional waterways. In 2018, the Los Angeles Sanitation District tasked MIG, through Geosyntec Consultants, Inc, with evaluating the effectiveness of the landscape components of six projects installed over the previous 14 years that were funded by the Proposition. MIG analyzed the landscape planting palette and design for effectiveness in addressing biofiltration and for the plants' resiliency. MIG also provided recommendations and management guidelines to improve the landscape planting and design. The evaluated projects ranged from green street pilot programs to waterway linear parks.

PROJECT DETAILS

Firm: MIG

Client: Los Angeles Sanitation District

Location: Los Angeles, CA

Reference: Chris Wessel, PE, Principal, Geosyntec, (310) 957-6117, CWessel@Geosyntec.com

Dates: 2018



Key Personnel

Any project's success is largely determined by the caliber, passion, and dedication of the people working on it.

With 40 years of experience in landscape architecture, **Steve Lang, PLA, ASLA, CPRS**, as Principal-In-Charge and Principal Landscape Architect, will ensure adequate resources are allocated to this project and that contractual requirements are met. Steve will provide overall project direction, oversight, and quality control.

Project Manager **Jenni Zell, PLA, ASLA**, will work closely with Steve and the team to support the collaborative nature of the design process. Jenni will be the primary MIG contact who is responsible for the day-to-day management of all phases of the project and coordination of client, staff, and subconsultants to ensure consistency and continuity through management of scope, quality, schedule, and deliverables. As Project Manager, Jenni will monitor the progress of work, integration of the design, and any emerging concerns that require communication to the City. Jenni has successfully managed complex multidisciplinary projects that range from shoreline, lagoon, neighborhood, community, regional, sports and nature parks, and trails to public realm spaces and streetscape improvements. She is passionate about the natural world and helping to elevate the ecological carrying capacity of designed landscapes and remnant open spaces in Southern California.

Taylor Peterson, Director of Biological Analysis, and **Betty Kempton, PhD**, Senior Biologist, will lead this project's biological resource effort. Betty and Taylor have deep experience in biological services in conjunction with the implementation of environmental policies and compliance with local, state, and federal regulations. CEQA Specialist, **Mike Campbell, AICP**, will lead the production of the CEQA documents.

Widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures, **Esmeralda García**, Community Engagement Specialist, will ensure the community is engaged throughout the design process.

ADDITIONAL TECHNICAL SPECIALISTS

- » **Travis Brooks, PhD Candidate**, Ecologist (Land IQ)
- » **Desireé Martinez**, Archaeologist (Cogstone)
- » **Tony Bomkamp**, Biologist/Regulatory Specialists (GLA)
- » **Rob Hamilton**, Biologist (Hamilton Biological)
- » **Donald A. Cords, GE**, Geotechnical Lead (GPI)
- » **Vik Bapna, PE, ENV SO, CPSWQ, QSD/P**, Civil Engineer (CWE)

RESUMES

Detailed resumes for proposed key personnel are provided on the following pages.

Steve Lang, PLA, ASLA, CPRS

PRINCIPAL-IN-CHARGE | MIG

stevel@migcom.com | 714-871-3638 x4040

Steve Lang is an award-winning landscape architect who has dedicated his career to creating outdoor environments that offer memorable, positive human connections with each other and with nature. Steve has taken hundreds of projects from a concept on paper to a reality on the ground. His creativity, communication skills, and attentive listening elicit ideas and visions that he translates into conceptual studies, master plans, and construction drawings. Through their engagement in Steve's design process, clients and communities understand and embrace project goals and challenges; and ultimately, gain a sense of ownership and pride in the final, physical outcomes.

EDUCATION

- » BA, Landscape Architecture, UC Berkeley

REGISTRATIONS

- » Landscape Architect: CA #1771, NV #461

SELECTED PROJECT EXPERIENCE

- » Anaheim Coves Phase I and II, Anaheim, CA
- » Anaheim Urban Greening, Anaheim, CA
- » Chino Hills State Park, Chino Hills, CA
- » Claremont Hills Wilderness Park, Claremont, CA
- » Compton Creek Nature Park, Compton, CA
- » Big Bear Valley Pedestrian, Bicycle and Equestrian Master Plan, Big Bear Lake, CA
- » Castaways Park Trail at Lower Newport Bay, Newport Beach, CA
- » Deer Canyon Park Preserve, Anaheim, CA
- » Hahamongna Watershed Park Annex Master Plan Assessment, Pasadena, CA
- » Santa Fe Springs Nature Park, Santa Fe Springs, CA
- » West San Gabriel River Parkway Nature Trail, Phases I, II, and III, Lakewood, CA

Jennifer Zell, PLA, ASLA

PROJECT MANAGER | MIG

jzell@migcom.com | 213-694-3800 x2523

Jennifer Zell is a landscape architect and project manager who leverages nearly two decades of experience to produce innovative design solutions in public, commercial, and private landscapes. Jennifer's work encompasses a full range of landscapes throughout Southern California from mountain to desert to sea. Jennifer is constantly engaged by the variety of challenges she encounters and the new solutions she helps to devise. She is committed to finding ways to increase biodiversity in urban areas and utilizes her team building and communication skills to lead efforts that can enhance and sustain the natural world.

EDUCATION

- » MLA, Louisiana State University, Baton Rouge, LA
- » BLA, Cal Poly San Luis Obispo, San Luis Obispo, CA

REGISTRATIONS

- » Landscape Architect: CA #4426, LA #Z-116

SELECTED PROJECT EXPERIENCE

- » Magic Johnson Park Master Plan and Phase 1A, Los Angeles, CA
- » Johnny Carson Park Revitalization, Burbank, CA
- » Rio Hondo Confluence Study, LA River, Los Angeles, CA
- » Bay Shore / Alamitos Bay Site Amenities and Signage Improvements, Long Beach, CA
- » Colorado Lagoon Open Channel Restoration, Long Beach, CA
- » Long Beach Sea-Level Rise Adaptation, Long Beach, CA
- » Mission Canyon Trailhead, Los Angeles, CA
- » Hermosa Beach Climate Change Adaptation and Resilience Measures, Hermosa Beach, CA

Taylor Peterson

DIRECTOR OF BIOLOGICAL ANALYSIS | MIG
tpeterson@migcom.com | 650-327-0429 x5660

Taylor Peterson is the Director of Biological Analysis at MIG and oversees the work of the biology staff. She has 42 years of consulting experience with a focus on biological resources and agency permitting. Taylor provides technical expertise, quality control, and guidance on a variety of work products, including constraints analyses, biological assessments, wetland delineations, Initial Studies, EAs, EIRs/EISs, mitigation monitoring plans, natural environment studies, revegetation plans and applications for US Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission and Regional Water Quality Control Board permits. She understands the regulatory setting and consults these agencies on a regular basis.

EDUCATION

- » BA, Human Biology, Stanford University

SELECTED PROJECT EXPERIENCE

- » Cordilleras Health System Replacement Project, San Mateo County, CA
- » Peninsula Corridor Joint Powers Board Caltrain, Multiple Projects, Santa Clara and San Mateo Counties, CA
- » Kirby Canyon Landfill Biological Services, Morgan Hill, CA
- » Highway 1 Bridge Over San Pedro Creek Replacement Technical Documents and Permits, Pacifica, CA
- » Moody Road Adobe Creek Bank Stabilization Permitting, Los Altos Hills, CA
- » Spring Down Pond Restoration Biological Survey and Permit Acquisition, Portola Valley, CA
- » Bear Creek Redwoods Aquatic Species Management Plan, Midpeninsula Regional Open Space District, Santa Clara County, CA
- » Byxbee Park Interim Park Plan Coordination and Burrowing Owl Management Plan, Palo Alto, CA

Elizabeth Kempton, PHD

SENIOR BIOLOGIST | MIG
bkempton@migcom.com | 909-556-6614

A highly versatile biologist and botanist, Betty Kempton offers a depth of experience and expertise acquired over 17 years of work on a variety of environmental planning and consulting projects. From biological assessments and surveys to monitoring and jurisdictional delineations, her extensive knowledge, GIS mapping skills, and fluid communication style allow her to convey complex information to project sponsors, partners, and stakeholders efficiently and accurately. Through her work, she helps balance environmental protection with project implementation, allowing projects to move forward without significantly impacting biological and other important natural and cultural resources.

EDUCATION

- » BS, Biology, CSU, San Bernardino
- » PhD, Botany, Claremont Graduate University

REGISTRATIONS

- » Landscape Architect: CA #4426, LA #Z-116

SELECTED PROJECT EXPERIENCE

- » Fairview Park Mitigation Project, Orange County, CA*
- » Talbert Regional Park Mitigation Project, Orange County, CA*
- » W.R. Mason Regional Park Mitigation Project, Orange County, CA
- » Laguna Canyon Road Mitigation Project, Orange County, CA
- » Santa Ana River Arundo Removal Project, Santa Ana, CA
- » State Highway 241 Extension, Orange County, CA
- » Interstate 15 to State Route 91 Express Lanes Connector Project, Riverside County, CA*
- » 71-91 Interchange Project, Riverside County, CA

**Work completed prior to joining MIG*

Mike Campbell, AICP

CEQA SPECIALIST | MIG

mcampbell@migcom.com | 650-327-0429 x3270

Mike Campbell is an award-winning specialist in environmental planning and stormwater management with over 30 years of experience consulting with local, regional, and federal jurisdictions on projects throughout California. As a Director of Environmental Analysis, Mike plays a pivotal role in integrating his knowledge with the skills and capabilities of project and client team members. He oversees the preparation of Environmental Impact Reports (EIRs), Initial Studies (IS), and Environmental Assessments (EA), as well as Categorical Exemptions/Exclusions, in conformance with the requirements of CEQA and NEPA.

EDUCATION

- » BS, Natural Resources Planning & Interpretation, Humboldt State University

SELECTED PROJECT EXPERIENCE

- » Lawrence-Mitty Park and Trail Master Plan, Cupertino, CA
- » I-280 Trail, Cupertino, CA
- » 310-330 Esplanade Infrastructure Preservation Project EIR, Pacifica, CA
- » Red Morton Community Park Stormwater Capture Project, Redwood City, CA
- » San Mateo County Green Infrastructure Master Plan, Redwood City, CA*
- » San Jose Green Infrastructure Plan, San Jose, CA*

**Work completed prior to joining MIG*

Esmeralda García

COMMUNITY ENGAGEMENT SPECIALIST | MIG

esmeraldamigcom.com | 626-744-9872 x3010

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents.

EDUCATION

- » BA, Art History, California State University, Los Angeles

SELECTED PROJECT EXPERIENCE

- » Lower Los Angeles River Revitalization Plan, Los Angeles County, CA
- » LA County Parks Rural and Regional Needs Assessment, CA
- » San Diego Air Pollution Control District Public Participation Plan 2022 – 2025, San Diego County, CA
- » Pacoima Beautiful Walking Tour and Mobile Workshop, Los Angeles County, CA
- » Metro I-710 Livability Initiative, Los Angeles County, CA
- » Metro I-710 Major Corridor Study and Corridor Project EIR/EIS, Los Angeles County, CA
- » LA Great Streets Corridors Urban Design and Outreach Services and Great Streets Challenge and Vision Zero Evaluation, Los Angeles, CA
- » Big Tujunga Wash Mitigation Bank, Los Angeles County, CA

Travis Brooks, PHD CANDIDATE

ECOLOGIST | LAND IQ

Travis Brooks is an Associate Ecologist at Land IQ. He has 20 years of experience in the ecology of native plant communities, habitat restoration, and environmental compliance. He has managed staff in the development of resource management plans as well as habitat restoration plans. He has developed restoration and enhancement plans, planting plans, and specifications for mitigation projects in coordination with regulatory agencies. He is experienced with managing mitigation sites for transportation, energy, and construction-related projects and has developed restoration and enhancement, weed management, and planting plans and specifications for coastal sage scrub, riparian, and wetland habitats for conservation lands, urban parks, and mitigation projects in Los Angeles, Orange, Ventura, Santa Barbara, and San Diego Counties in California.

EDUCATION

- » Ph.D. Candidate, Ecology and Evolutionary Biology, University of California, Los Angeles
- » BS, Environmental Studies (Emphasis in Biology), Minor in Architecture, University of Southern California

SELECTED PROJECT EXPERIENCE

- » Natural Communities Coalition Habitat Restoration Plan Update, Orange County, CA
- » Upland Habitat Restoration and Seasonal Pool Creation for Western Spadefoot (*Spea hammondi*), Orange County, CA
- » Earvin “Magic” Johnson Park, Willowbrook, CA
- » Baldwin Hills Scenic Overlook Slope Restoration Project, Culver City, CA
- » Five Points Habitat Restoration Project; North East Trees (NET), Los Angeles County, CA
- » Los Angeles River Habitat Restoration Feasibility Study, Los Angeles, CA

Desireé Reneé Martinez

ARCHAEOLOGIST | COGSTONE

Desireé Martinez is a Registered Professional Archaeologist (RPA) with over 24 years of experience in archaeological fieldwork, research, and curation. She has expertise in the planning, implementation, and completion of all phases of archaeological work and has participated in archaeological investigations as a crew member, tribal monitor, and principal researcher. Ms. Martinez meets national standards in archaeology set by the Secretary of Interior’s Standards and Guidelines for Archaeology and Historic Preservation.

EDUCATION

- » MA, Anthropology (Archaeology), Harvard University, Cambridge
- » BA, Anthropology, University of Pennsylvania, Philadelphia

SELECTED PROJECT EXPERIENCE

- » Los Cerritos Wetlands Authority (LCWA) South Area Assessment, LCWA, Los Angeles and Orange Counties, CA
- » University of California Natural Reserve System San Joaquin Marsh Reserve Water Conveyance and Drainage Improvement Project, City of Irvine, Orange County, CA
- » Harriet Wiedner Regional Park Habitat Restoration Project, Bolsa Chica Conservancy, Huntington Beach, Orange County, CA
- » Cannon and Serrano Intersection Widening Project, City of Orange, Orange County, CA
- » Rincon Tribal Resource Conservation Management Plan Project, Rincon Band of Luiseno Indians Reservation, San Diego County, CA
- » Metropole Vault Replacements, Southern California Edison (SCE), Avalon, Catalina Island, Los Angeles County, CA

Tony Bomkamp

BIOLOGIST/REGULATORY SPECIALIST | GLA

Tony Bomkamp is a botanist, field biologist, wetlands ecologist, and regulatory specialist with extensive wetlands expertise and diverse field experience and his botanical background spans 42 years working with all major vegetation communities in Southern California. He is a recognized authority in wetland delineation, having conducted and supervised scores of wetland delineations, riparian habitat evaluations, and wetland functional assessments throughout California. Tony has processed hundreds of regulatory permits pursuant to Section 404 of the Clean Water Act, Section 1602 of the Fish and Game Code, and Section 401 of the Clean Water Act. Tony's project experience includes Fairview Park Vernal Pool Jurisdictional Delineation, Biological Surveys, and Vernal Pool Restoration and Establishment; Orange County Great Parks Heritage Fields; and Newport Banning Ranch.

Rob Hamilton

BIOLOGIST | HAMILTON BIOLOGICAL

Robert Hamilton, President of Hamilton Biological, has more than 30 years of experience as a consulting biologist working in Orange County. He conducts general and focused biological studies with an emphasis on studies of birds, including presence/absence surveys for threatened and endangered songbirds, surveys for nesting birds, and studies of nesting herons and egrets. Bob has extensive experience developing mitigation measures in compliance with the California Environmental Quality Act (CEQA). He holds the federal and state permits and memoranda of understanding required to conduct presence/absence surveys for the California Gnatcatcher, Southwestern Willow Flycatcher, and Least Bell's Vireo. Relevant to this project, Bob provided professional biological consulting services associated with master planning of Fairview Park.

Donald A. Cords, GE

GEOTECHNICAL LEAD | GPI

Don Cords has 33 years of professional experience in geotechnical consulting for commercial and public works projects in Southern California. He has supervised geotechnical field programs and construction monitoring for many large commercial retail developments including the Bella Terra in Huntington Beach, Village Walk in Murrieta, and eight Vons Grocery Stores. Previously, Don engaged in geotechnical consulting for public works projects for agencies such as U.S. Army Corps of Engineers, U.S. Navy Facilities Engineering, Metropolitan Transit Development Board, Caltrans, County of Orange, Port of Los Angeles, Port of Long Beach, and San Diego Clean Water Program, as well as private developers. He has supervised geotechnical field programs and construction monitoring for many large public works projects including the Mission Valley East LRT in San Diego, the NOS-ECIS Sewer Reconstruction in Los Angeles, and the John Wayne Airport Expansion/Runway Reconstruction in Orange County.

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P

CIVIL ENGINEER | CWE

Vik Bapna is an award-winning civil engineer with 31 years of experience in the planning, design, and construction of more than \$200 million worth of civil engineering projects. His experience includes developing multibenefit water quality enhancement projects, developing multiuse projects to infiltrate urban and stormwater runoff, designing structural treatment control BMPs, and developing project concepts. Vik was responsible for developing the first urban watershed plan that addressed flood protection, water quality enhancements, creation of open space and recreational opportunities, and habitat enhancements. Vik's project experience includes Magic Johnson Park, City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, and City of Los Angeles Garvanza Park Rainwater Capture and Use.



Disclosure and Sample Professional Services Agreement

Disclosure

MIG has no past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

Sample Professional Services Agreement

MIG has reviewed the Sample Professional Services Agreement and would like to request the following deletion to the Service Agreement language.

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.

We would also like to request that there be a reference included in this section to the civil code that protects design professionals.



**VENDOR APPLICATION FORM
FOR
RFP No. 23-02 for Fairview Park Master Plan Update**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Moore Iacofano Goltsman, Inc. (MIG, Inc.)

Contact Person for Agreement: Steve Lang, PLA, ASLA, CPRS

Title: Principal E-Mail Address: stevel@migcom.com

Business Telephone: 714-871-3638 ext. 4040 Business Fax: 714-871-1188

Corporate Mailing Address: 800 Hearst Avenue

City, State and Zip Code: Berkeley, CA 94710

Contact Person for Proposals: Steve Lang, PLA, ASLA, CPRS

Title: Principal E-Mail Address: stevel@migcom.com

Business Telephone: 714-871-3638 ext. 4040 Business Fax: 714-871-1188

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Daniel S. Iacofano</u>	<u>President/CEO</u>	<u>510-845-7549</u>
<u>Carolyn M. Verheyen</u>	<u>Vice President, COO</u>	<u>510-845-7549</u>
<u>Christopher Beynon</u>	<u>Vice President, CDO</u>	<u>510-845-7549</u>
<u>Steve Lang</u>	<u>Principal</u>	<u>714-871-3638 ext. 4040</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 94-3116998

City of Costa Mesa Business License Number: None. We will obtain a license upon award of contract.

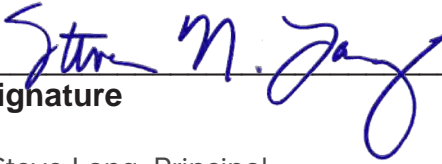
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date:

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-02 for Fairview Park Master Plan Update** at any time after **August 9, 2022**.



Signature

Date: 09/08/22

Steve Lang, Principal
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **August 9, 2022** with a City Councilmember concerning informal **RFP No. 23-02 Fairview Park Master Plan Update**. 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: N/A

Business Address: 109 W. Union Avenue, Fullerton, CA 92832

Website Address: www.migcom.com

Telephone Number: 714-871-3638

Facsimile Number: 714-871-1188

Email Address: stevel@migcom.com

Length of time the firm has been in business: 40 Years

Length of time at current location: 31 years. Note, MIG acquired this office in 2006.

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: 94-3116998

Regular Business Hours: Monday through Friday, 8:30 am - 5:30 pm

Regular holidays and hours when business is closed: MIG observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after), and Christmas Day.

Contact person in reference to this solicitation: Steve Lang, PLA, ASLA, CPRS

Telephone Number: 714-871-3638 ext. 4040

Facsimile Number: 714-871-1188

Email Address: stevel@migcom.com

Contact person for accounts payable: Adele Torreano

Telephone Number: 510-845-7549 ext 1130

Facsimile Number: 510-845-8750

Email Address: atorreano@migcom.com

Name of Project Manager: Jennifer Zell, PLA, ASLA

Telephone Number: 213-694-3800 ext. 2523

Facsimile Number: 213-694-3801

Email Address: jzell@migcom.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: County of Los Angeles Department of Parks and Recreation

Contact Name: Sean Sackett, Departmental Facilities Planner

Contract Amount: \$3.7 million (fee); \$65 million (construction cost)

Email: SSackett@parks.lacounty.gov

Address: 1000 S. Fremont Ave., Unit 40, Alhambra, CA 91803

Brief Contract Description: MIG developed a conceptual master plan for the 120-acre park that combines new recreation amenities with green infrastructure. In MIG's design, the park is also landscape infrastructure—functioning as a natural filtration and irrigation system that benefits both human and natural ecologies.

Company Name: El Dorado Nature Center, City of Long Beach

Telephone Number: (562) 570-1746

Contact Name: Meaghan O'Neill, Supervising Park Naturalist

Contract Amount: \$1,445,000

Email: meaghan.oneill@longbeach.gov

Address: 7550 E Spring St, Long Beach, CA 90815

Brief Contract Description: MIG worked with the El Dorado Nature Center and the City of Long Beach on the renovation of the entry for the Nature Center. The completed 3/4-acre space includes a new entry threshold, council ring amphitheater, naturalized exploration area, new pre-fabricated pedestrian bridge, native plantings, pathways, and monument signage.

Company Name: City of Hermosa Beach

Telephone Number: (310) 750-3603

Contact Name: Douglas Krauss, Environmental Programs Manager

Contract Amount: \$257,000

Email: dkrauss@hermosabeach.gov

Address: 1315 Valley Dr., Hermosa Beach, CA 90254

Brief Contract Description: Through this project the City of Hermosa Beach evaluated risks to existing utilities and public infrastructure under various SLR scenarios and developing a shared vision for green infrastructure improvements and a new living shoreline.

Company Name: Geosyntec Consultants, Inc.

Telephone Number: (310) 957-6117

Contact Name: Chris Wessel, PE, Principal

Contract Amount: \$51,600

Email: CWessel@Geosyntec.com

Address: 6167 Bristol Parkway, Suite 390, Culver City, CA 90230

Brief Contract Description: MIG was tasked through Geosyntec Consultants, Inc, with evaluating the effectiveness of the landscape components of six projects installed over the previous 14 years funded by Proposition O. MIG analyzed the landscape planting palette and design for effectiveness in addressing biofiltration and for the plants' resiliency.

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



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

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

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

Steven M. Jang
Bidder/Applicant/Proposer

09/08/22
Date

EXHIBIT C
FEE SCHEDULE



October 27, 2022

Kelly Dalton
City of Costa Mesa
77 Fair Drive 1st Floor
Costa Mesa, CA 92626

Dear Selection Committee Members:

The MIG Team's REVISED fee proposal for the Fairview Park Master Plan Update is presented in the table on the following pages. Our total lump sum fee for this project (including optional sub-task 2.16 - \$12,760) is \$314,565. We anticipate working closely with the City of Costa Mesa to further discuss and refine the scope of services and budget to ensure they reflect your goals, needs, and resources. This proposal is valid for 180 days.

Sincerely,

A handwritten signature in blue ink that reads "Steve M. Lang".

Steve Lang, PLA, ASLA, CPRS
Principal-in-Charge

Cost Proposal

Task	Description	Total Estimate
1	Historical Summary / Review of Existing Documentation	\$18,340
2	Community Outreach (Including optional sub-task 2.16-\$12,760)	\$58,270
3	Resource Assessment and Analysis of Existing Conditions	\$141,980
4	Master Plan Update Findings and Recommendations	\$30,000
5	Environmental Compliance Documentation	\$60,975
	Allowance for Reimbursables	\$5,000
	TOTAL	\$314,565

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.



Fairview Park Master Plan Update

Fairview Park Master Plan Update		MIG, Inc.																		Subconsultants							Professional Fees Totals			
		Steve Lang Principal-in-Charge		Jenni Zell Project Manager		Taylor Peterson Director Biological Analysis		Mike Campbell Director Environmental Analysis		Kent Norton Senior Project Manager		Esmeralda Garcia Outreach Lead		Betty Kempton Senior Biologist, GIS Lead		MIG Landscape Designer		Donna Thompson Accounting		MIG Graphic Designer		MIG Totals		Land IQ	Hamilton Biological	Cogstone		CWE	GPI	Sub Totals
		Hrs@	\$225	Hrs@	\$180	Hrs@	\$205	Hrs@	\$195	Hrs@	\$165	Hrs@	\$215	Hrs@	\$145	Hrs@	\$130	Hrs@	\$125	Hrs@	\$100									
Task 1: Historical Summary / Review of Existing Documentation																														
1.01	Kick-off meeting	1	\$225	2	\$360	1	\$205	0	\$0	0	\$0	1	\$215	1	\$145	1	\$130	0	\$0	0	\$0	7	\$1,280	\$300	\$300	\$550	\$0	\$0	\$1,150	\$2,430
1.02	Develop project work plan	0	\$0	4	\$720	1	\$205	0	\$0	0	\$0	0	\$720	0	\$290	0	\$0	0	\$0	0	7	\$1,215	\$0	\$0	\$0	\$0	\$0	\$0	\$1,215	
1.03	Review existing planning efforts	0	\$0	4	\$720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	4	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$720	
1.04	Review existing biological reports, surveys, and observations	0	\$0	1	\$180	4	\$820	0	\$0	0	\$0	0	\$0	6	\$870	0	\$0	0	\$0	0	11	\$1,870	\$1,370	\$200	\$0	\$0	\$1,500	\$3,070	\$4,940	
1.05	Review existing environmental documentation	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	2	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$360	
1.06	Review relevant codes, regulations, and legal documents	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	6	\$870	0	\$0	0	\$0	0	8	\$1,230	\$0	\$0	\$0	\$0	\$0	\$0	\$1,230	
1.07	Review existing historical and cultural documents, and reports	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$4,700	\$0	\$0	\$4,700	\$5,060		
1.08	Documentation Review Memo	0	\$0	4	\$720	1	\$205	0	\$0	0	\$0	0	\$0	8	\$1,160	0	\$0	0	\$0	0	13	\$2,085	\$0	\$0	\$0	\$0	\$300	\$300	\$2,385	
Subtotal		1	\$225	21	\$3,780	7	\$1,435	0	\$0	0	\$0	1	\$215	23	\$3,335	1	\$130	0	\$0	0	54	\$9,120	\$1,670	\$500	\$5,250	\$0	\$1,800	\$9,220	\$18,340	
Task 2: Community Outreach																														
2.01	Develop community outreach plan	0	\$0	1	\$180	0	\$0	0	\$0	0	\$0	4	\$860	0	\$0	0	\$0	0	\$0	0	5	\$1,040	\$0	\$0	\$465	\$0	\$0	\$465	\$1,505	
2.02	Staff workshop #1	2	\$450	2	\$360	0	\$0	0	\$0	0	\$0	2	\$430	2	\$290	2	\$260	0	\$0	0	10	\$1,790	\$225	\$0	\$0	\$0	\$225	\$2,015		
2.03	Develop communication materials	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	6	\$1,290	0	\$4	\$520	0	\$0	12	\$1,200	24	\$3,370	\$0	\$0	\$825	\$0	\$0	\$825	\$4,195	
2.04	Fairview Park Steering Committee Meeting #1	2	\$450	3	\$540	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	5	\$990	\$400	\$400	\$0	\$0	\$0	\$800	\$1,790		
2.05	Native American scoping and follow up	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$140	\$0	\$0	\$140	\$140		
2.06	AB 52 and 18 Consultations and follow up	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$1,310	\$0	\$0	\$1,310	\$1,310			
2.07	Parks, Arts & Community Services Commission Meeting	2	\$450	6	\$1,080	0	\$0	0	\$0	0	\$0	8	\$1,720	0	\$0	0	\$0	0	\$0	4	\$400	20	\$3,650	\$0	\$0	\$0	\$0	\$0	\$3,650	
2.08	General Community Workshop #1	2	\$450	8	\$1,440	0	\$0	0	\$0	0	\$0	8	\$1,720	4	\$580	4	\$520	0	\$0	4	\$400	30	\$5,110	\$400	\$400	\$0	\$0	\$800	\$5,910	
2.09	Fairview Park Steering Committee Meeting #2	3	\$675	6	\$1,080	0	\$0	0	\$0	0	\$0	0	\$0	3	\$435	0	\$0	0	\$0	12	\$2,190	\$400	\$400	\$0	\$0	\$0	\$800	\$2,990		
2.10	General Community Workshop #2	2	\$450	8	\$1,440	0	\$0	0	\$0	0	\$0	8	\$1,720	4	\$580	4	\$520	0	\$0	4	\$400	30	\$5,110	\$400	\$0	\$0	\$0	\$400	\$5,510	
2.11	City Council Study Session Presentation #1	2	\$450	8	\$1,440	0	\$0	0	\$0	0	\$0	12	\$2,580	0	\$0	0	\$0	0	\$0	4	\$400	26	\$4,870	\$0	\$0	\$0	\$0	\$0	\$4,870	
2.12	Fairview Park Steering Committee Meeting #3	2	\$450	6	\$1,080	0	\$0	0	\$0	0	\$0	0	\$0	3	\$435	0	\$0	0	\$0	11	\$1,965	\$0	\$0	\$0	\$0	\$0	\$0	\$1,965		
2.13	Summary Report of each Meeting	0	\$0	6	\$1,080	0	\$0	0	\$0	0	\$0	4	\$860	0	\$0	0	\$0	0	\$0	10	\$1,940	\$0	\$0	\$0	\$0	\$0	\$0	\$1,940		
2.14	Bi-weekly staff meetings	0	\$0	12	\$2,160	0	\$0	0	\$0	0	\$0	12	\$2,580	0	\$0	0	\$0	0	\$0	24	\$4,740	\$0	\$0	\$0	\$0	\$0	\$0	\$4,740		
2.15	Internal team meetings	0	\$0	4	\$720	4	\$820	0	\$0	0	\$0	4	\$860	4	\$580	0	\$0	0	\$0	16	\$2,980	\$0	\$0	\$0	\$0	\$0	\$0	\$2,980		
2.16	Tribal advisory committee, meetings and site visits (OPTIONAL)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$12,760	\$0	\$0	\$12,760	\$12,760			
Subtotal		17	\$3,825	72	\$12,960	4	\$820	0	\$0	0	\$0	68	\$14,620	20	\$2,900	14	\$1,820	0	\$0	28	\$2,800	223	\$39,745	\$1,825	\$1,200	\$15,500	\$0	\$0	\$18,525	\$58,270
Task 3: Resource Assessment and Analysis of Existing Conditions																														
3.01	Site Visit and biology-specific kick-off meeting	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,160	0	\$0	0	\$0	0	10	\$1,520	\$1,550	\$1,350	\$0	\$0	\$0	\$2,900	\$4,420	
3.02	Field Surveys: Avian, Jurisdictional Features	0	\$0	0	\$0	1	\$205	0	\$0	0	\$0	0	\$0	20	\$2,900	0	\$0	0	\$0	0	21	\$3,105		\$3,900	\$0	\$0	\$0	\$3,900	\$7,005	
3.03	Develop GIS-based assets management inventory and develop maps (base map; historical context map; physical feature: trails, infrastructure; biological features: vegetation, sensitive resources, jurisdictional areas; legal boundaries)	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	90	\$13,050	0	\$0	0	\$0	0	92	\$13,410	\$7,000	\$3,300	\$0	\$0	\$0	\$10,300	\$23,710	
3.04	Field Surveys: vegetation and rare plants	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	26	\$3,770	0	\$0	0	\$0	0	26	\$3,770	\$5,100	\$0	\$0	\$0	\$0	\$5,100	\$8,870	
3.05	Investigation of site cultural and paleontological resources and report	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$6,500	\$0	\$0	\$6,500	\$6,860		
3.06	Investigation of site archaeological and historical resources and report	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$6,000	\$0	\$0	\$6,000	\$6,360		
3.07	Investigation by engineering geologist	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$7,360		
3.08	Site drainage review by civil engineer	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$5,000		
3.09	Internal team workshop	1	\$225	2	\$360	1	\$205	1	\$195	0	\$0	0	\$0	1	\$145	3	\$390	0	\$0	0	9	\$1,520	\$350	\$350	\$350	\$0	\$0	\$1,050	\$2,570	
3.10	Staff workshop #2	1	\$225	4	\$720	2	\$410	0	\$0	0	\$0	0	\$0	2	\$290	0	\$0	0	\$0	0	9	\$1,645	\$310	\$270	\$0	\$0	\$0	\$580	\$2,225	
3.11	Evaluation of park uses and activities	1	\$225	6	\$1,080	0	\$0	0	\$0	0	\$0	0	\$0	2	\$290	0	\$0	0	\$0	0	9	\$1,595	\$0	\$0	\$0	\$0	\$0	\$0	\$1,595	
3.12	Develop analysis of park resources with uses and activities	0	\$0	6	\$1,080	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$520	0	\$0	0	10	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600	
3.13	Identify and characterize potential restoration opportunities and potential permit constraints	0	\$0	2	\$360	1	\$205	0	\$0	0	\$0	0	\$0	4	\$580	0	\$0	0	\$0	0	7	\$1,145	\$10,000	\$600	\$0	\$0	\$0	\$10,600	\$11,745	
3.14	Staff workshop #3	1	\$225	4	\$720	2	\$410	0	\$0	0	\$0	0	\$0	2	\$290	0	\$0	0	\$0	0	9	\$1,645	\$310	\$270	\$0	\$0	\$0	\$580	\$2,225	
3.15	Resource Assessment and Findings and Analysis Memo	1	\$225	8	\$1,440	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	9	\$1,665	\$0	\$0	\$0	\$0	\$1,400	\$1,400	\$3,065		
3.16	Site Maps see above	0	\$0	4	\$720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,040	0	\$0	0	12	\$1,760	\$0	\$0	\$0	\$0	\$0	\$0	\$1,760	
3.17	Restoration Opportunities and Permit Constraints Memo	0	\$0	2	\$360	1	\$205	0	\$0	0	\$0	0	\$0	6	\$870	0	\$0	0	\$0	9	\$1,435	\$3,000	\$1,000	\$0	\$0	\$0	\$4,000	\$5,435		
3.18	Operations, Maintenance and Management Plan	2	\$450	42	\$7,560	4	\$820	0	\$0	0	\$0	0	\$0	8	\$1,160	72	\$9,360	0	\$0	24	\$2,400	152	\$21,750	\$5,000	\$0	\$2,800	\$0	\$0	\$7,800	\$29,550
3.19	Bi-weekly staff meetings	0	\$0	0	\$0	4	\$820	0	\$0	0	\$0	0	\$0	12	\$1,740	0	\$0	0	\$0	0	16	\$2,560	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	
3.20	Internal team meetings	0	\$0	0	\$0	7	\$1,435	0	\$0	0	\$0	0	\$0	14	\$2,030	0	\$0	0	\$0	0	21	\$3,465	\$2,300	\$2,300	\$0	\$0	\$0	\$4,600	\$8,065	
Subtotal		7	\$1,575	90	\$16,200	23	\$4,715	1	\$195	0	\$0	0	\$0	195	\$28,275	87	\$11,310	0	\$0	24	\$2,400	427	\$64,670	\$34,920	\$13,340	\$15,650	\$5,000	\$8,400	\$77,310	\$141,980
Task 4: Master Plan Update Findings and Recommendations																														
4.01	Develop updated master plan graphics and exhibits	0	\$0	12	\$2,160	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,680	0	\$0	20	\$2,000	68	\$8,840	\$0	\$0	\$0	\$0	\$0	\$0	\$8,840		
4.02	Develop narrative report for updated master plan	0	\$0	30	\$5,400	4	\$820	0	\$0	0	\$0	16	\$2,320	0	\$0	0	\$0	0	\$0	50	\$8,540	\$0	\$0	\$360	\$0	\$1,300	\$1,660	\$10,200		
4.03	Submit DRAFT Master Plan Update to City	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$360		
4.04	Receive City staff feedback on DRAFT report	0	\$0	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$360		
4.05	Revise Master Plan Update based on City feedback	0	\$0	16	\$2,880	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,040	0	\$0	0	\$0	24	\$3,920	\$0	\$0	\$0	\$0	\$0	\$0	\$3,920		
4.06	Submit FINAL Master Plan Update to City	0	\$0	4	\$720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$720		
4.07	Project Management and billing	0	\$0	20	\$3,600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,000	0	\$0	36	\$5,600	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600		
Subtotal		0	\$0	86	\$15,480	4	\$820	0	\$0	0	\$0	0	\$0	16	\$2,320	44	\$5,720	16	\$2,000	20	\$2,000	186	\$28,340	\$0	\$0	\$360	\$0	\$1,300	\$1,660	\$30,000
Task 5: Environmental Compliance Documentation																														
5.01	Data Collection and Site Visit	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,640	0	\$0	0	\$0	0	\$0													

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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