

CITY OF COSTA MESA REGULAR CITY COUNCIL AND HOUSING AUTHORITY* Agenda

Tuesday, October 15, 2024

6:00 PM

City Council Chambers 77 Fair Drive

*Note: All agency memberships are reflected in the title "Council Member" 4:00 P.M. Closed Session

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

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As a courtesy, the public may participate via the Zoom option.

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Please click the link below to join the webinar: https://us06web.zoom.us/j/81879579049?

pwd= XoNBT2uciL7zrDsfi4A9Q9srLqExq.bQEU-le6VvXiPDeL

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 818 7957 9049/ Password: 608584

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- Select "Join Audio via Computer."
- The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.
- During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 818 7957 9049/ Password: 608584
During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov. Comments received by 12:00 p.m. on the date of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at https://costamesa.legistar.com/Calendar.aspx. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en

https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas.

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CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

- CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to California Government Code Section 54957.6,(a)
 Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
 Name of Employee Organization: Costa Mesa Division Managers Association
- CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to California Government Code Section 54957.6,(a)
 Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
 Name of Employee Organization: Costa Mesa Confidential Management Unit
- 3. CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to California Government Code Section 54957.6, (a)
 Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
 Name of Employee Organization: Costa Mesa City Executive Confidential Unit
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
 Pursuant to California Government Code Section 54956.9 (d)(1)
 Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa
 United States District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
- 5. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.

440 Fair Dr. and 1779 Newport Blvd.

Orange County Superior Court Case No. 30-2020-01170520

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: D'Alessio Investments LLC v. City of Costa Mesa

Orange County Superior Court Case No. 30-2020-01132646

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave. Orange County Superior Court Case No. 30 2020 01133479

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

OCTOBER 15, 2024 – 6:00 P.M.

JOHN STEPHENS Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. 2024 Breast Cancer Awareness Month

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA Comments on Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

- 1. Council Member Gameros
- 2. Council Member Harper
- 3. Council Member Marr
- 4. Council Member Reynolds
- 5. Council Member Chavez
- 6. Mayor Pro Tem Harlan
- 7. Mayor Stephens

REPORT – CITY MANAGER

REPORT - CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 24-373 ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. READING FOLDER

24-374

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Edwin Ramos Madrid, Ashley Ned.

3. <u>MINUTES</u> <u>24-375</u>

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 1, 2024.

Attachments: 1. 10-01-2024 Draft Minutes

4. COMPUTER SYSTEM REPLACEMENT PROGRAM

24-363

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the purchase of 60 desktop and 32 laptop computer systems in phase 1-of-3 to replace end-of-life computers.
- 2. Authorize the City Manager or designee to execute purchase orders with Dell and CDW-G in the amount of \$248,250.
- 3. Authorize the City Manager or designee to approve cost increases of up to 10% for each phase of the project in the event of rising equipment prices.

Attachments: 1. CDW-G Quote

Dell Technologies Desktop Quote
 Dell Technologies Laptop Quote

5. SPECTRUM ENTERPRISE SERVICE AGREEMENT

24-362

RECOMMENDATION:

Staff recommends the City Council:

- Approve the 5-year Spectrum Enterprise Service Agreement between the City of Costa Mesa and Charter Communications Operating LLC, on behalf of subsidiary Spectrum Enterprise, for the continued network connections between City Hall and all of the remote sites throughout the City, commencing on November 1 2024, through October 31, 2029.
- 2. Approve the Service Order in the annual amount of \$209,889 (paid in monthly installments of \$17,490.68).
- 3. Authorize the City Manager and the City Clerk to execute the agreement.
- 4. Authorize the City Manager or designee to accept and execute future amendments including any potential increase in services and equipment as long as the amendments are within the appropriated budget.

Attachments: 1. Service Agreement

2. Ethernet Intrastate-Only Traffic Certification

6. <u>ON-CALL ENGINEERING STAFF SUPPORT AND PROGRAM 24-366</u>
<u>MANAGEMENT SERVICES</u>

RECOMMENDATION:

Staff recommends the City Council:

- Approve and authorize the City Manager and the City Clerk to execute a Professional Services Agreement (PSA) with each consulting firm listed below from October 15, 2024 - June 30, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on-call engineering staff support and program management services for various Public Works projects.
 - Ardurra Group, Inc.
 - TKE Engineering, Inc.
 - Transtech Engineers, Inc.
 - Iteris, Inc.
- 2. Authorize the City Manager and the City Clerk to execute future amendments with the above-listed firms including any potential increases in compensation as long as the amendments are within the approved allocated aggregate amount of \$400,000 annually amongst all firms.

Attachments: 1. PSA with Ardurra Group

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

- 2. PSA with TKE Engineering
- 3. PSA with Transtech Engineers
- 4. PSA with ITERIS Inc.

ΑT	THIS	TIME	COUNCIL	WILL	ADDRESS	ANY	ITEMS	PULLED	FROM	THE	CONSEN	T
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END OF CONSENT CALENDA	\R
BLIC HEARINGS: NONE.	

OLD BUSINESS: NONE.

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NEW BUSINESS:

1. RECEIVE AND FILE CONCEPTUAL DESIGN OF THE FIRE STATION 24-367 NO. 2 RECONSTRUCTION PROJECT

RECOMMENDATION:

Staff recommends the City Council receive and file the conceptual plans for the design of the Fire Station No. 2 Reconstruction Project.

Attachments: 1. Conceptual plans

2. PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DUDEK FOR 24-361
CLIMATE ACTION AND ADAPTATION PLAN CONSULTING
SERVICES

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve a Professional Services Agreement (PSA) for two years with two one-year renewals in the amount of \$418,625 to Dudek (Environmental, Planning and Engineering Firm) for consulting services.
- 2. Authorize a ten percent (10%) contingency in the amount of \$41,862 for unforeseen costs related to the project.
- 3. Authorize a budget adjustment of \$300,000 from the Capital Improvement Fund (401) fund balance and \$50,000 from the SoCal Gas Climate Adaptation and Resiliency Grant.
- 4. Authorize the City Manager, or designee, and City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: 1. Dudek Professional Services Agreement

3. HOUSING ELEMENT IMPLEMENTATION UPDATE & DEVELOPMENT 24-371
SERVICES PROCESS IMPROVEMENTS TO FACILITATE HOUSING
DEVELOPMENT

RECOMMENDATION:

Staff recommends the City Council receive the staff presentation regarding Housing Element implementation progress and development services resource enhancements and provide feedback.

Attachments: Agenda Report

1. Housing Element Implementation Timeline 2024

2. Housing Plan Programs

4. <u>ACCEPTANCE OF PART 1 OF THE STORM DRAIN MASTER 24-365</u>
DRAINAGE PLAN (SDMDP) UPDATE

RECOMMENDATION:

Staff recommends the City Council accept Part 1 of the Storm Drain Master Drainage Plan (SDMDP) update consisting of the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT





File #: 24-373 Meeting Date: 10/15/2024

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND

RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.





File #: 24-374 Meeting Date: 10/15/2024

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Edwin Ramos Madrid, Ashley Ned.





File #: 24-375 Meeting Date: 10/15/2024

TITLE:

MINUTES

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 1, 2024.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY TUESDAY, OCTOBER 1, 2024 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Pro Tem Harlan at 4:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens (participating remotely).

Absent: None.

Mayor Stephens stated he was participating remotely pursuant to AB 2449 due to an illness and disclosed there were no other adults present.

PUBLIC COMMENTS - NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Division Managers Association

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Confidential Management Unit

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: Landon Hurtado Munson v. City of Costa Mesa Orange County Superior Court Case No. 30-2023-01349587-CU-PO-WJC

City Council recessed at 4:05 p.m. for Closed Session.

Closed Session adjourned at 5:15 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Pro Tem Harlan at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

Mayor Stephens stated he was participating remotely pursuant to AB 2449 due to an illness and disclosed that there were no other adults present at the location.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens (participating remotely).

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT - No reportable action.

PRESENTATIONS:

The City Council recognized the Slammers FC on their 30th Anniversary.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on supporting Veterans and facilitating resources for Veterans.

Maurice Mandel, Costa Mesa, spoke on street racing on Irvine Avenue and the slow response from the Police Department.

Speaker, requested enforcement on the permit parking program, spoke on accidents on West 19th Street, spoke on homelessness around the elementary school on West 18th Street, and spoke in opposition to the presentation to Resilience Orange County.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez announced the open houses for Fire Stations 1, 2, and 3 on Saturday, October 5th.

Council Member Gameros congratulated the City Manager as the featured speaker at the Vanguard University Prayer event and praised the Police Department for the DUI checkpoint on Friday night.

Council Member Harper spoke on the City Council approved Project Labor Agreement, inquired on the number of individuals hired for the projects, spoke on voting against the item, and requested an annual report.

Council Member Marr spoke on the ARTventure event, spoke on celebrating Hispanic Heritage Month, spoke on the Orange County Pride Festival at the Fairgrounds on Saturday, October 5th, and requested to adjourn the meeting in memory of those affected by Hurricane Helene.

Council Member Reynolds thanked the community and staff for their support at public events, spoke on an affordable energy workshop that she and Council Member Marr hosted with Southern California Edison and Southern California Gas, spoke on the status of the Fairview Developmental Center Planning and keeping the website updated with the current information, spoke on the Huntington Beach Air Show, spoke on participating in a week without driving challenge to raise awareness on challenges for those who do not drive, and showed a picture of a bus stop and requested maintenance.

Mayor Pro Tem Harlan spoke on the ARTventure event, and praised Rob Ryan, Maintenance Services Manager, for the quick removal of a fallen tree at Brentwood Park.

Mayor Stephens wished a Happy 100th Birthday to President Carter and spoke on improving bus benches.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on the ARTventure event, the Hispanic Heritage Month event, congratulated the CMTV team for winning top honors at the SCAN and Star awards, spoke on receiving the Prestigious Program Excellence Award from the International City Manager Association for the phased residential permit parking program, spoke on a Fair Housing Workshop on Tuesday, October 22nd, and spoke on coffee with a cop on Friday, October 4th.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Chavez/Council Member Harper

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

1. PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

ACTION:

City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jeanie Charlotte O'Keefe, Juan Gonzales, and Miguel Villana Allende.

3. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of September 17, 2024.

4. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2724.

5. ACCEPTANCE AND ALLOCATION OF THE 2024-25 OFFICE OF TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

ACTION:

- City Council approved Resolution No. 2024-43, which ratifies the application for a
 grant award from the State of California Office of Traffic Safety (OTS) for the
 Selective Traffic Enforcement Program (STEP) and authorized the City Manager or
 designee to execute the grant documents, including the Grant Agreement, and
 accept and administer the grant.
- 2. Approved revenue and expense appropriations in the amount of \$305,000 respectively, for the 2024-25 OTS STEP Grant.

6. SUBRECIPIENT AGREEMENT FOR THE 2023 URBAN AREA SECURITY INITIATIVE GRANT

ACTION:

- City Council authorized the City Manager, or designee, to execute the Sub-Recipient Agreement with the City of Santa Ana for the FY 2023 Urban Areas Security Initiative (UASI) Grant Program.
- 2. Adopted Resolution No. 2024-44 which authorizes the application for, and acceptance of, funds under the Homeland Security Grant Program (HSGP) and the Urban Area Security Initiative (UASI) for the Fiscal Years 2023, 2024, and 2025 and authorizes the City Manager, Finance Director, Emergency Services Manager, or designee, to take all action necessary to obtain the funding within the permitted guidelines of the HSGP.

AT THIS TIME COUNCIL WILL	. ADDRESS ANY ITEMS PULL	LED FROM THE CONSENT
CALENDAR		

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NEW BUSINESS:

1. AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH SPIN AND FAMILIES FORWARD TO EXPAND EVICTION PREVENTION SERVICES FOR COSTA MESA RESIDENTS

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments: None.

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

- 1. City Council approved Amendment No. 1 to the Professional Services Agreement with Families Forward, amending the Scope to allow eviction prevention services for Costa Mesa residents.
- 2. Approved Amendment No. 1 to the Professional Services Agreement with Serving People In Need (SPIN), amending the Scope to allow eviction prevention services for Costa Mesa residents.
- 3. Authorized the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

OLD BUSINESS: NONE.

PUBLIC HEARINGS:

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING TITLE 3 (ANIMAL REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I (IN GENERAL) AND CHAPTER VI (SPECIAL ANIMAL PERMIT) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS, AND FINDING OF CATEGORICAL EXEMPTION FROM CEQA

Presentation by Lt. Selinske, Costa Mesa Police Department.

Public Comments:

Speaker, spoke against mandatory signage, the beekeeper should provide notification as a courtesy, spoke against allowing bees in the front yard, spoke in support of the wording "training shall be required", spoke on allowable zones, and in support of the requirement to obtain the neighbors approval.

Kalvin Alvarez, member of the Animal Services Committee, spoke in support of the ordinance.

Sean Crowley spoke on promoting beekeeping in safe environments, stated the ordinance is too restrictive, stated he is the author of the Best Management Practices used by Fullerton, Santa Ana, and Irvine, spoke on errors in the definitions, stated if fees are too high people will not obtain permits, spoke against requiring the neighbors authorization, and that the signage may provoke harassment for the beekeeper, and inquired on specifics for class requirements.

Speaker, spoke in support of a beekeeping ordinance, but not the ordinance as currently written, spoke against mandatory classes, spoke against signage, spoke in support of Sean Crowley's Best Management Practices, spoke against renewing every two years, and inquired on the number of complaints from other cities.

John Wesley spoke in support of an ordinance but not as currently written, spoke on where bees obtain their water, spoke against signage, and spoke against requiring the neighbors' authorization.

Speaker, spoke in support of a beekeeping ordinance, and spoke on training and education through the local beekeeping organizations.

Sandy Tabako, Garden Grove, stated the fees and renewals should be the same for bees and chickens, spoke against the costs for courses and permits, spoke against signage requirement, and spoke against requiring the neighbors' authorization.

Liz Savage, President of Orange County Beekeepers Association, submitted paperwork on the City of Fullerton's requirements and program, stated the City of Fullerton sends the notices to neighbors not the applicant, noted that if the applicant is not the property owner they cannot have bees, spoke on classes, spoke in opposition of the signage requirement, spoke on allowing beekeeping only in the backyard, and spoke on where bees obtain their water.

Cristian Garcia Arcos spoke on listening to the experts and on collaboration.

Speaker, spoke on the process and on the availability of reports from the Animal Services Committee, asked on the relevance of a map, spoke on the justification of the \$150 fee, and stated the authorization from neighbors should be the same for both chickens and bees.

Adam Ereth, Costa Mesa, spoke in support of a beekeeping ordinance as bees are important to the environment, stated that beekeeping is a service to the community, as it supports sustainability initiatives, and spoke against the fees.

Pamela Frasier, spoke on beekeeper's clubs and their focus is on education for themselves and the public, encouraged the use of Santa Ana's permit processes and best practices, and stated that Laguna Hills has four beekeeping permits with zero complaints.

Jenn Tanaka, Costa Mesa, spoke on working on the beekeeping ordinance as a member of the Animal Services Committee, stated the original draft ordinance was crafted after Fullerton's, expressed concern that the current draft ordinance will micromanage beekeepers.

Priscilla Rocco, spoke in support of beekeeping.

MOVED/SECOND: Council Member Gameros/Council Member Harper **MOTION:** Approve staff recommendation with the following changes:

- Remove section 3-18.4 (d)(2): All operators of domesticated hives shall maintain evidence of completion of a beekeeper course.
- Remove section 3-18.4 (b)(4): Beehive signage.
- Remove section 3-18.4 (b)(2): Applicant must provide proof of notification to adjacent property owners abutting the subject property.
- Reduce the \$150 proposed fee.
- Remove section 3-18.4 (c)(1): Domesticated hives are only permitted on properties designated within an R-1 Single Family Residential Zoning District.
- Remove section 3-18.4 (c)(2): No domesticated hives may be maintained on a single-family residential property of less than three thousand (3,000) square feet.
- Remove section 3-18.4 (c)(3): Single-family residential properties three thousand (3,000) square feet to seven thousand square feet are limited to one (1) domesticated hive.
- Remove section 3-18.4 (c)(4): Single-family residential properties over seven thousand (7,000) square feet may be authorized to have up to two (2) domesticated hives.

Council Member Reynolds requested to incorporate a six-month window for existing beekeepers to obtain a permit and a six-month window for beekeepers to obtain a permit upon notification of a non-conforming hive.

Council Member Gameros (1st) and Council Member Harper (2nd) agreed to the amendments.

Council Member Reynolds requested a language addition in section 3.18.6 regarding "Notice of action on permits" to add the language that if a permit is denied it will include the justification for the reason of the denial.

Council Member Gameros (1st) and Council Member Harper (2nd) agreed to the amendment.

The City Manager asked for clarification regarding the six-month window upon notification of a non-conforming hive.

Discussion ensued and three months was recommended.

The City Manager confirmed that the training requirement is removed.

The City Manager confirmed the residential areas includes the multi-family areas.

Council Member Reynolds requested that staff provide specific recommendations on the size of lots and locations, mainly if beekeeping can be detrimental or harmful with no requirements.

Mayor Stephens stated that staff will need the ability to deny a permit is there is a legitimate safety risk or health issue with a neighboring property, and supports the City providing the notifications, not the applicant.

MOVED/SECOND: Council Member Gameros/Council Member Harper **MOTION:** Approve staff recommendation with the following changes:

- Remove section 3-18.4 (d)(2): All operators of domesticated hives shall maintain evidence of completion of a beekeeper course.
- Remove section 3-18.4 (b)(4): Beehive signage.
- Remove section 3-18.4 (b)(2): Applicant must provide proof of notification to adjacent property owners abutting the subject property.
- Reduce the \$150 proposed fee.
- Remove section 3-18.4 (c)(1): Domesticated hives are only permitted on properties designated within an R-1 Single Family Residential Zoning District.
- Remove section 3-18.4 (c)(2): No domesticated hives may be maintained on a single-family residential property of less than three thousand (3,000) square feet.
- Remove section 3-18.4 (c)(3): Single-family residential properties three thousand (3,000) square feet to seven thousand square feet are limited to one (1) domesticated hive.
- Remove section 3-18.4 (c)(4): Single-family residential properties over seven thousand (7,000) square feet may be authorized to have up to two (2) domesticated hives.

- Allow a six-month window for existing beekeepers to obtain a permit.
- Allow a three-month window for non-conforming beekeepers to obtain a permit.
- Add language in section 3.18.6 regarding "Notice of action on permits" to add the language that if a permit is denied it will include the justification for the reason of the denial.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None. Absent: None. Abstain: None. Motion carried: 7-0

ACTION:

City Council introduced for first reading Ordinance No. 2024-12 amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the city and to clarify appeal procedures for special animal permits, and found the Ordinance Categorically Exempt from CEQA.

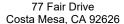
ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds thanked the Costa Mesa Historical Society for organizing a historical bike ride event.

ADJOURNMENT – Mayor Pro Tem Harlan adjourned the meeting at 8:23 p.m. in honor of those affected by Hurricane Helene.

Minutes adopted	on this	15 th day	of October	, 2024.

John Stephens, Mayor ATTEST: Brenda Green, City Clerk





File #: 24-363 Meeting Date: 10/15/2024

TITLE:

COMPUTER SYSTEM REPLACEMENT PROGRAM

DEPARTMENT: INFORMATION TECHNOLOGY

PRESENTED BY: STEVE ELY, DIRECTOR

CONTACT INFORMATION: STEVE ELY, DIRECTOR (714) 754-4891

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the purchase of 60 desktop and 32 laptop computer systems in phase 1-of-3 to replace end-of-life computers.
- 2. Authorize the City Manager or designee to execute purchase orders with Dell and CDW-G in the amount of \$248,250.
- 3. Authorize the City Manager or designee to approve cost increases of up to 10% for each phase of the project in the event of rising equipment prices.

BACKGROUND:

On June 4, 2019, City Council approved the Computer System Replacement Program. The IT Department replaced 760 obsolete computer systems over three phases with the project being completed in 2022. The warranty for these computers expired in 2024. The obsolete devices are prone to issues and causes IT Staff to have to troubleshoot and/or make repairs as much as they can. In addition to dedicating time for repairs, parts may become out of production or too costly.

Computer Systems are the most heavily used pieces of equipment in the City, and replacing them with new, updated devices will allow employees to be more efficient in their daily duties and provide the assurance that data will not be lost due to aging equipment. In addition, the City has extended the manufacturer's warranty from 3 years to 5 years to ensure the systems perform over their expected lifespan of 5 years.

ANALYSIS:

The City's existing computer systems are outdated and need to be replaced based on a 5-year replacement schedule. This first of three phases would replace 60 desktop and 32 laptop computer systems. Repairing the devices is not dependable as parts may be discontinued, obsolete, or too costly to purchase. Technology changes rapidly, and the old devices will stop being supported by the

File #: 24-363 Meeting Date: 10/15/2024

latest operating systems, applications, and the manufacturer. City Staff rely heavily on their computers for their daily duties and slow computers will affect their efficiency. New software or upgrades to current software may not be compatible with end-of-life computers and could pose a Cyber Security threat.

New computer systems will allow the City to keep pace with rapidly changing technologies, which will enhance efficiency, Cyber Security, productivity, and collaboration for Staff.

IT Staff recommends purchasing replacement computer systems from Dell, Inc. and CDW-G. Staff intends to purchase the equipment from Dell Marketing, L.P. and CDW-G through existing cooperative bids as permitted by Section 2-165(b)(5) of the Costa Mesa Municipal Code. Purchasing the equipment through the State's Participating Addendum meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and ordinance and all requirements set forth by the State of California in regard to regional, state, and national cooperative purchasing agreements.

Dell utilizes the State of California's Participating Addendum (# 7-15-70-34-003) to the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Purchasing Program Master Agreement. NASPO has established an approved vendor list following a nationwide competitive bid process.

CDW-G utilized the National IPA Technology Solutions (# 2018011) National IPA Technology Solution has established an approved vendor list following a nationwide competitive bid process.

These two processes ensure the City receives the lowest available pricing and meets the competitive bid process requirements. The IT Department is proposing Dell and CDW-G Microsoft equipment due to staff's experience when dealing with computer system equipment issues and their prompt and quality customer service.

ALTERNATIVES:

City Council could choose not to approve this program; however, this is not recommended as the aging devices will cause a loss of productivity and increase the City's cost to maintain them.

FISCAL REVIEW:

Phase 1-of-3 will replace approximately 9% of the City's computer systems at an estimated cost of \$248,250, which is available in the Fiscal Year 2024-25 Adopted Budget in the IT Replacement Fund (Fund 603).

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council Goals and Core Values:

- Maintain and enhance the City's infrastructure, facilities, and equipment.
- Support Innovation, Collaboration, & Sustainability.

File #: 24-363 Meeting Date: 10/15/2024

CONCLUSION:

Staff recommends the City Council:

1. Approve the purchase of 60 desktop and 32 laptop computer systems in phase 3-of-3 to replace end-of-life computers.

- 2. Authorize the City Manager or designee to execute purchase orders with Dell and CDW-G in the amount of \$248,250.
- 3. Authorize the City Manager or designee to approve cost increases of up to 10% for each phase of the project in the event of rising equipment prices.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

MICHAEL STEINKE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> <u>you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCHS051	9/13/2024	SURFACE AND DELL	1764551	\$52,425.95

IMPORTANT - PLEASE READ

Fees applied to item(s): 7805539, 7729241

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Laptop 6 - 15" - Core Ultra7 - 32 GB RAM - 1 TB SSD - Bla Mfg. Part#: ZLU-00001 Contract: National IPA Technology Solutions (2018011)	12	7805539	\$2,392.54	\$28,710.48
MS SUR LT6 COMP BUS PRO 4YR Mfg. Part#: HP3-00224 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	12	7859148	\$286.66	\$3,439.92
Surface Thunderbolt 4 Dock Mfg. Part#: T8I-00001 Contract: National IPA Technology Solutions (2018011)	12	7405398	\$250.91	\$3,010.92
Dell UltraSharp U2424H - LED monitor - Full HD (1080p) - 24" Mfg. Part#: DELL-U2424H Contract: National IPA Technology Solutions (2018011)	24	7729241	\$233.15	\$5,595.60
Dell Upgrade from 3Y Basic Advanced Exchange to 5Y ProSupport for monitors Mfg. Part#: 837-4427 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	24	6085611	\$55.44	\$1,330.56
Dell WH3024 Wired Headset Mfg. Part#: WH3024-DWW	12	7754715	\$64.38	\$772.56
APC Back-UPS Pro Compact 850VA 8-Outlet Battery Back-Up + Surge Protector	12	4909312	\$159.19	\$1,910.28

Mfg. Part#: BX850M UNSPSC: 26111701

QUOTE DETAILS (CONT.)								
Dell - USB-C power adapter - 65 Watt Mfg. Part#: 450-BCXL	12	7945578	\$38.90	\$466.80				
Dell Dual Monitor Arm - MDA20 mounting kit - adjustable arm - for 2 LCD dis	12	7364422	\$299.51	\$3,594.12				
Mfg. Part#: DELL-MDA20								

RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 15" TO LESS THAN 35" Fee Applied to Item: 7805539,7729241	36	654810	\$5.00	\$180.00

\$48,831.24	SUBTOTAL
\$0.00	SHIPPING
\$180.00	RECYCLING FEE
\$3,414.71	SALES TAX
\$52,425.95	GRAND TOTAL

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF COSTA MESA ACCTS PAYABLE PO BOX 1200 COSTA MESA, CA 92628-1200 Phone: (714) 754-5647	Shipping Address: CITY OF COSTA MESA MICHAEL STEINKE 77 FAIR DR COSTA MESA, CA 92626 Phone: (714) 754-5647
Payment Terms: Net 30 Days-Govt State/Local	Shipping Method: FedEx Ground (1-2 days) Please remit payments to:
	CDW Government
	75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jon Cacioppo | (877) 603-6330 | <u>joncac@cdwg.com</u>

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager.

Page 2 of 3 30

 $\ \, \odot$ 2024 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Page 3 of 3 31



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

 Quote No.:
 3000181174781

 Total (USD):
 \$106,117.49

 eQuote Name:
 2024 Desktop

eQuote Creator: michael.steinke@costamesaca.gov

 Quoted On:
 Sep. 11, 2024

 Expires By:
 Oct. 11, 2024

Company Name: Customer Number: -

Premier Page Name: Costa Mesa, California

Contract Name: Dell NASPO Computer Equipment PA - California

Contract Code: C000001115143 **Customer Agreement Number:** 23026 / 7-23-70-55-01

Billing Address:

-

Pricing Summary	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Optiplex 7020 SFF+ i7/32/1TB WiFi BT 5yrPS+	60	\$1,529.00	\$1,529.00	\$91,740.00
2. APC by Schneider Electric Back-UPS 850VA Wall Mountable UPS	60	\$169.99	\$132.88	\$7,972.80
Premier discount		- \$37.11		
			Subtotal: Shipping:	\$99,712.80 \$0.00

Total (USD): \$106,117.49

\$6,404.69

Estimated Tax:

Shipping Address:

CITY OF COSTA MESA Operations IT 77 FAIR DR IT Operations COSTA MESA, CA 92626

Shipping Method:

FREE Standard Delivery

Product Details

			Qty	Unit Price	Subtotal
1.	•	Optiplex 7020 SFF+ i7/32/1TB WiFi BT 5yrPS+ (210-BKWN) Order Code: rcrc1404869-7974810	60	\$1,529.00	\$91,740.00

Module OptiPlex Small	Description	Product Code GK1Z7M8	SKU	Qty 1
Form Factor (Plus 7020)	OptiPlex Small Form Factor Plus 7020	GRIZIMO	210-BKWN	
Processor	Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo)	G1QF3VG	338-CNCK	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G010VWE	619-ARSB	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Memory	32 GB: 2 x 16 GB, DDR5	GAPIKS7	370-BBQG	1
Storage	1TB M.2 PCle NVMe Class 35 Solid State Drive	G7RED6G	400-BQRX,773- BBBC,412-AAQT	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
3rd Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Graphics	Intel® Graphics	GZQDA24	490-BBFG	1
Chassis Options	SOptiPlex SFF Plus with 260W Bronze Power Supply	GCIBT0P	329-BJWJ	1
Power Cord	System Power Cord (US)	GA5894N	450-AAOJ	1
Optical Drive	8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	GZY3O28	429-ABFH,325- BDSH	1
Optical Software	eCyberLink Media Essentials for Windows	GKTEFA5	430-XYIX	1
Additional		GW2K1D6		1
Storage Device - Media Reader	sNo Media Card Reader		379-BBHM	
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, external antenna	G9G8JSE	555-BHDU,555- BHDW	1
Wireless Driver	Wireless Driver, Intel® Wi-Fi 6E AX211 2x2 and Bluetooth® wireless card	G6JLT5E	555-BKJK	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Additional Video	No Additional Video Ports	GWFXAL0	492-BCKH	1
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English	GX0V4JP	580-AJJG	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Cable Cover	No Cable Cover	GDT2C7Z	325-BCZQ	1
External Speakers	No External Speaker	GTNM7E2	817-BBBC	1
Keyboard Mouse Cable Cover External	Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English Mouse included with Keyboard No Cable Cover	GU54MYP GDT2C7Z	580-AJJG 570-AADI 325-BCZQ	

Module	Description		Product Code	SKU	Qty
	Mountable UPS (AB200359) Order Code: AB200359	60	\$132.88	\$7,972.8	0
•	APC by Schneider Electric Back-UPS 850VA Wall	Qty	Unit Price	Subtota	ıl
Service	ice 5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr			3940,812-3938,812- 3939,812-3941,997- 8367	
ICPS	Intel® Connectivity Performance Suite		G671LVC G87TIGK	640-BBSX 812-3886,812-	1 1
Management	No vPro® support			631-BBQQ	
Speakers Systems	Internal Speaker		GR068XC GDH8JV6	520-AARD	1
AutoPilot	No AutoPilot		000000		
Windows	· · · · ·		GYEO2AP	340-CKSZ	1
FGA Module EPEAT 2018	No FGA EPEAT 2018 Registered (Silver)		NOFGA GTZOE2H	817-BBBB 379-BDTO	1
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)		G9MQCN3	555-BBJO	1
Stands and Mounts	No Stand or Mount		GJO5ZSE	575-BBBI	1
Adapter	No Additional Cable		GIX0L8M	379-BBCY	1
Photo, Video, and Media Solutions	CyberLink PowerDirector and PhotoDirector 2024		G6XD4CJ	634-BYFS	1
Add-in Cards	No Additional Add In Cards		GNV4J7Q	382-BBHX	1
Security Software and PC Protection	No anti-virus software		GD4K19S	650-AAAM	1
Transportation from ODM to region	Standard shipment		GQT8IGC	800-BBIO	1
	lIntel® Core™ i7 Processor Label		G3P1WL7	340-CUEQ	1
Technologies	sIntel® Rapid Storage Technology Driver		GAC78TL	658-BFSK	1
Label	Regulatory Label for OptiPlex SFF Plus PSU DAO		GTFH0K1	389-FFZD	1
Shipping Material	Shipping Material		GDKRO4V	340-CQYR,389- BBUU	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)		GJMDKT6	329-BBJL	1
EAN/UPC Labels	No UPC Label		G8WGTYN	389-BCGW	1
Options Placemat	Quick Start Guide, OptiPlex SFF Plus		G0AIX4O	340-DMJC	1
System Monitoring	Watch Dog SRV	,	GU1BEH4	379-BFMR	1
	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
Recovery Options ENERGY STAF	RENERGY STAR Qualified		G6J34SM	387-BBLW	1
Operating System	OS-Windows Media Not Included		GLA9OQ1	620-AALW	1
Software Stack	Dell Additional Software		G71R0QM	634-CHFP	1

2.

APC by 60

Schneider Electric Back-UPS 850VA Wall Mountable

AB200359

UPS

Need Help?



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CONNECT WITH DELL:







Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier or a Supplier of a Supplier or a Supplie expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/centerms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplierbranded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly

Electronically linked terms and descriptions are available in hard copy upon request

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000181174307 Total (USD): \$89,706.42

eQuote Name: 2024 Single Device Laptops X20 eQuote Creator: michael.steinke@costamesaca.gov

 Quoted On:
 Sep. 11, 2024

 Expires By:
 Sep. 26, 2024

Company Name: Customer Number: -

Premier Page Name: Costa Mesa, California

Contract Name: Dell NASPO Computer Equipment PA - California

 Contract Code:
 C000001115143

 Customer Agreement Number:
 23026 / 7-23-70-55-01

Billing Address:

-

Pricing Summary	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Dual Monitor Arm – MDA20 Premier discount	20	\$374.99 - \$97.50	\$277.49	\$5,549.80
2. 24" monitor 5yr PS AE	30	\$229.00	\$229.00	\$6,870.00
3. Thunderbolt dock 5yr PS AE	20	\$272.00	\$272.00	\$5,440.00
4. Dell Wired Headset - WH3024	20	\$44.99	\$44.99	\$899.80
5. Dell Premier Multi-Device Wireless Keyboard And Mouse - KM7321W	20	\$76.49	\$76.49	\$1,529.80
6. 16" i7-155H/32/1TB RTX 1000 6GB 4k Touch SmrtCrd 3yrBW 5yrPS+	20	\$3,025.00	\$3,025.00	\$60,500.00
7. APC by Schneider Electric Back-UPS 850VA Wall Mountable UPS	20	\$169.99	\$132.88	\$2,657.60
Premier discount		- \$37.11		
8. C2G 6ft USB C to DisplayPort Adapter - USB C to DP Adapter Cable - 4K 60Hz - M/M	30	\$35.99	\$30.95	\$928.50
Premier discount		- \$5.04		
		Env	Subtotal: Shipping: rironmental Fees: Estimated Tax:	\$84,375.50 \$0.00 \$250.00 \$5,080.92
			Total (USD):	\$89,706.42

Shipping Address:

CITY OF COSTA MESA Operations IT 77 FAIR DR IT Operations COSTA MESA, CA 92626

Shipping Method:

FREE Standard Delivery

Product Details

1.	Dell Dual Monitor Arm – MDA20	Qty Unit Price		Subtotal	
	(482-BBDH) Order 482-BBDH Code:	20	\$277.49	\$5,549.80)
Module Dell Dual Monitor Arm – MDA20	Description		Product Code	SKU 482-BBDH	Qty 20
		Qty	Unit Price	Subtota	ı



24" monitor 5yr PS AE (210-BKRR) Order Code: rcrc1404869-787

rcrc1404869-7875789

30 \$229.00 \$6,870.00

	Module Dell UltraSharp 24	Description Dell UltraSharp 24 Monitor - U2424H		Product Code GC1FSL5	SKU 210-BKRR	Qty 1
	Monitor - U2424H Hardware Support Services	5Y ProSupport with Advanced Exchange after remote diagnosis		GICD0QN	814-5380,814- 5401,814-5409,989- 3449	1
		Thunderbolt dock 5yr PS AE	Qty	Unit Price	Subtota	I
3.		(210-BDQH) Order rcrc1404869-7875791 Code:	20	\$272.00	\$5,440.00	0
	Module BASE,DS,WD22TB US 180W	Description 4 Dell Thunderbolt 4 Dock - WD22TB4		Product Code GBNM2HY	SKU 210-BDQH	Qty 1
	Services:Hardware Support	5Y ProSupport with Advanced Exchange after remote diagnosis		GDRGYH2	872-8557,989- 3449,872-8569,872- 8577	1
			Qty	Unit Price	Subtota	I
4.		Order rcrc1404869-7473189	20	\$44.99	\$899.80	0
			Qty	Unit Price	Subtota	ı
5.		Dell Premier Multi-Device Wireless Keyboard And Mouse - KM7321W Order Code: rcrc1404869-7475880	20	\$76.49	\$1,529.80	0
			Qty	Unit Price	Subtota	I
6.		16" i7-155H/32/1TB RTX 1000 6GB 4k Touch SmrtCrd 3yrBW 5yrPS+ (210-BLLC) Order rcrc1404869-7996766 Code:	20	\$3,025.00	\$60,500.00	0
	Module Base	Description Dell Mobile Precision Workstation 5690		Product Code GRIDK24	SKU 210-BLLC	Qty 1
	Processor	Intel® Core™ Ultra 7 155H vPro® Essentials (24 MB cache, 16 cores, 22	threads, up	G8RP9H0	370-REOT	1

Module Base	Description Dell Mobile Precision Workstation 5690	Product Code GRIDK24	SKU 210-BLLC	Qty 1
Processor	Intel® Core $^{\text{TM}}$ Ultra 7 155H vPro® Essentials (24 MB cache, 16 cores, 22 threads, up to 4.8 GHz, 45W)	G8RP9H0	379-BFQT	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G010VWE	619-ARSB	1
Chassis Options	Intel® Core™ Ultra 7 155H Processor with vPro Essentials, 32GB	GRTY0S7	329-BJZQ	1
Systems Management	Intel vPro Management Disabled	GUB9P43	389-FHBQ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Memory	32GB LPDDR5x 7467 MT/s	GN69FSA	370-BBTG	1
Graphics	NVIDIA® RTX™ 1000 Ada 6GB GDDR6	GQ250DB	490-BJYS	1
Display	16" OLED Touch, 3840 x 2400, 60Hz, 400 nits, 100% DCI-P3, LBL, IR Camera & Mic with HDR	G8Q2C64	391-BHWX	1

potect your new Yo	CNo anti-virus software OS-Windows Media Not Included FCC Label + Regulatory Label, AL 5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr Intel® Rapid Storage Technology Driver BTO Standard Shipment Qty APC by Schneider Electric Back-UPS 850VA Wall Mountable UPS (AB200359) Order Code: AB200359 Description	GTRD1NB GD4K19S GLA9OQ1 G12TFKE PPN5 G351I4R G2GRFNL Unit Price \$132.88	340-DMTX 650-AAAM 620-AALW 389-BEYY,389- DQBW 804-9842,804- 9843,804-9844,804- 9773,804-9845,997- 8367 409-BCYC 800-BBGS Subtota \$2,657.6	1 1
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otect your new Po	CNo anti-virus software			
		GTRD1NB	340-DMTX	1
acemat	Quick Setup Guide-Mobile Precision 5690			
on-Microsoft oplication Software	Dell Additional Software e	GCUA4G1	658-BFPP	1
ocessor Label	Intel Core Ultra 7 Non-vPro Label	G9QI5ME	340-DMQL	1
GA Module	No FGA	NOFGA	817-BBBB	1
nipping Material	Packaging for NVIDIA Graphics + 165W Adapter with US Power Cord	GULHP7B	340-DMSQ	1
AN/UPC Labels	No UPC Label	GY0A2B8	389-BCGW	1
ireless Driver	Intel BE200 WLAN Driver with Bluetooth	GR5YAQ2	555-BKXB	1
ouse	No Mouse	G8043UZ	570-AADK	1
ocumentation	Safety and Regulatory Documents English, French, Dutch	GDJVQ4P	340-AGIK	1
ower Cord	E5 Power Cord 1M for US	G39AK0Z	537-BBDK	1
OF Solutions indows AutoPilot	Foxit PDF Editor with AI Assistant No AutoPilot	G3NGE2D GYEO2AP	340-CKSZ	1
PEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB 634-CLHT	1
NERGY STAR	ENERGY STAR Qualified (WW)	GCKSIF6	387-BBRP	1
noto and Video esign	CyberLink PowerDirector and PhotoDirector 2024	G6XD4CJ	634-BYFS	1
aid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
ower Supply	165W E5 Type C Power Adapter	GOFCWE2	492-BDQK	1
imary Battery	6 Cell, 100Wh Long Life Cycle, 3-years Warranty	G7IPU3G	451-BDFK	1
ireless	Intel® Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth® wireless card	GA2CMB5	555-BKJW	1
ack Cover	Security bottom cover for smart card, USH, NFC, and SD, Discrete only	G1IF2UJ	354-BBJN	1
eyboard	English US backlit Copilot key keyboard, no numeric keypad with fingerprint reader	G64DJT5	583-BKXF	1
PS	No Intel® Connectivity Performance Suite	GJ5LQFG	650-BBBG	1
dditional Storage	No Additional Hard Drive	GBAK075	401-AAGM	1
orage	1 TB, M.2 2280, Gen 4 PCle NVMe, SSD, Class 40	GDGA14S	400-BPHW	1
	FHD HDR IR Camera, Express Sign-In, TNR, Intelligent Privacy, Camera, Microphone, No Camera Shutter	G4ETZRV	319-BBKP	1
dd Ps eyl	itional Storage S board k Cover	Microphone, No Camera Shutter age 1 TB, M.2 2280, Gen 4 PCle NVMe, SSD, Class 40 itional Storage No Additional Hard Drive No Intel® Connectivity Performance Suite board English US backlit Copilot key keyboard, no numeric keypad with fingerprint reader k Cover Security bottom cover for smart card, USH, NFC, and SD, Discrete only	Microphone, No Camera Shutter age 1 TB, M.2 2280, Gen 4 PCle NVMe, SSD, Class 40 GDGA14S itional Storage No Additional Hard Drive GBAK075 No Intel® Connectivity Performance Suite GJ5LQFG board English US backlit Copilot key keyboard, no numeric keypad with fingerprint reader G64DJT5 k Cover Security bottom cover for smart card, USH, NFC, and SD, Discrete only G1IF2UJ	Microphone, No Camera Shutter age 1 TB, M.2 2280, Gen 4 PCle NVMe, SSD, Class 40 GDGA14S 400-BPHW itional Storage No Additional Hard Drive GBAK075 401-AAGM No Intel® Connectivity Performance Suite GJ5LQFG 650-BBBG board English US backlit Copilot key keyboard, no numeric keypad with fingerprint reader G64DJT5 583-BKXF K Cover Security bottom cover for smart card, USH, NFC, and SD, Discrete only G1IF2UJ 354-BBJN

Qty

Unit Price

Subtotal





C2G 6ft USB C to DisplayPort Adapter - USB C to DP Adapter Cable - 4K 60Hz - M/M (AB912382)

Order AB912382 Code:

\$30.95

Product Code

30

Qty

\$928.50

SKU

AB912382

Module **Description** C2G 6ft USB C to

DisplayPort Adapter - USB C to DP

Adapter Cable - 4K 60Hz - M/M

Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:







Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplie expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/cerms or www.dell.com/cerms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at cts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplierbranded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms")

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier

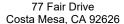
In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic

Electronically linked terms and descriptions are available in hard copy upon request

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682





CITY OF COSTA MESA Agenda Report

File #: 24-362 Meeting Date: 10/15/2024

TITLE:

SPECTRUM ENTERPRISE SERVICE AGREEMENT

DEPARTMENT: INFORMATION TECHNOLOGY

PRESENTED BY: STEVE ELY, DIRECTOR

CONTACT INFORMATION: STEVE ELY, DIRECTOR (714) 754-4891

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the 5-year Spectrum Enterprise Service Agreement between the City of Costa Mesa and Charter Communications Operating LLC, on behalf of subsidiary Spectrum Enterprise, for the continued network connections between City Hall and all of the remote sites throughout the City, commencing on November 1 2024, through October 31, 2029.
- 2. Approve the Service Order in the annual amount of \$209,889 (paid in monthly installments of \$17,490.68).
- 3. Authorize the City Manager and the City Clerk to execute the agreement.
- 4. Authorize the City Manager or designee to accept and execute future amendments including any potential increase in services and equipment as long as the amendments are within the appropriated budget.

BACKGROUND:

On October 23, 1998, the City of Costa Mesa executed a 20-year Franchise Agreement with MediaOne of Costa Mesa, Inc. (MediaOne). On April 19, 1999, the City and MediaOne entered into a Communications Network Lease and Maintenance Agreement for fiber for the purpose of providing the City with an infrastructure to facilitate telecommunications within the City (Agreement). The communications network is solely dedicated for use of City communications services. The fiber runs between City Hall and all remote sites. The Agreement expired on October 22, 2018. Prior to the expiration of the Agreement, due to acquisitions, Charter Communications Operating LLC, on behalf of subsidiary Spectrum Enterprise, took over the management of the Agreement.

On August 20, 2018, City Council approved a new Agreement with Charter Communications (Spectrum) in the annual amount of \$189,792. That Agreement expired on October 22, 2023. Spectrum is now billing us on a month-to-month basis.

File #: 24-362 Meeting Date: 10/15/2024

ANALYSIS:

The City relies on a fiber network to perform daily functions of providing public safety and services to the citizens of Costa Mesa. Without fiber connections, functionality would be disrupted at City Hall and all its remote sites. A call to 9-1-1 would have to be handled using the backup system. Connectivity to all Departments would be compromised, and access to critical information would be cut off. The City would not have the capability to accept online payments for City Services; there would be issues with purchasing, email, and public records requests. In sum, fiber connections are critical to the operation of all Departments.

City staff have been working with Spectrum not only to maintain the current network services, but also to allow for an increase of bandwidth when it becomes necessary.

Approving the Spectrum Enterprise Service Agreement and its accompanying Customer Service Order will ensure the continuity of the network services currently being rendered by Spectrum.

Rejecting the service agreement would mean the City continues to pay on a month-to-month basis, which staff does not recommend.

ALTERNATIVES:

City Council can direct staff to reject the Agreement and consider other vendors, but this would require a new RFP process and would most likely disrupt City daily operations.

FISCAL REVIEW:

The total fiscal impact of the 5-year agreement will be approximately \$1,049,445. The funding for year one (1) of the agreement was budgeted in the Fiscal Year 2024-25 Information Technology Department's budget in the General Fund (Fund 101). Funding for the subsequent fiscal years will be allocated during the annual budget development process.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

File #: 24-362 Meeting Date: 10/15/2024

CONCLUSION:

Maintaining network connections between City Hall and all its remote sites will allow for the efficient and effective flow of communication.

Staff recommends City Council:

- 1. Approve the 5-year Spectrum Service Enterprise Agreement between the City of Costa Mesa and Charter Communications Operating LLC, on behalf of subsidiary Spectrum Enterprise, for the continued network connections between City Hall and all of the remote sites throughout the City, commencing on November 1, 2024, through October 31, 2029.
- 2. Approve the Service Order in the annual amount of \$209,889 (paid in monthly installments of \$17,490.68).
- 3. Authorize the City Manager and the City Clerk to execute the agreement.
- 4. Authorize the City Manager or designee to accept and execute future amendments including any potential increase in services and equipment as long as the amendments are within the appropriated budget.

Attachment 1

Spectrum Sales Support Contact Information Spectrum Account Executive: Wayne Gilchrist

Office: 760-674-5543 Mobile: 760-289-9703

Email: wayne.gilchrist@charter.com



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("<u>Customer</u>") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or subsequent URL) ("<u>Terms of Service</u>"),which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "<u>Service Order</u>"), which together with this document constitute the "<u>Service Agreement</u>" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("<u>Spectrum</u>").

Customer Information				
Customer Name (Exact Legal Name): CITY OF COSTA MESA				
Street Address:	Suite:	City:	State:	Zip:
77 Fair Dr		Costa Mesa	CA	92626
Customer's Main Tel. No.: (714) 754-5154				
Customer Contact Name: Steve Ely	E-mail: steve.ely@costamesaca.	gov	Tel No: (714) 754-5154	
Billing Address: 77 Fair Dr	Suite:	City: Costa Mesa	State: CA	Zip: 92626
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	
Customer: CITY OF COSTA MESA	
Ву:	
Name:	
Title:	
Date:	

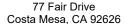
Enterprise Short Form v220607 ©2016-2022 Charter Communications, all rights reserved CONFIDENTIAL

Page 1 of 1



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity):	CITY OF CO	STA MESA		
Billing Address:				
	77 Fair Dr			
	Costa Mesa	CA	92626	
Charter Communications Operating, Library cresumes that more than 10% of the transver any circuit will be interstate in native gulation each such circuit must be tree 10% or less of the traffic to be carried certification form below to identify the of your traffic associated with such circuit enterstate. Also, please note that you material change in the actual or expension provide this certification in accordance in the again presume that more than 1 calculate the fees applicable to that usa	affic carried on the ture, and that there eated as jurisdiction over any circuit relevant circuit (suit(s). Please not provide this ected jurisdiction ince with procedure 10% of the traffic	ne WAN/Ether refore by Feder onally interstate will be inters s) and specify ote that all Inters certification nal nature of res specified by	rnet services that we provide the ral Communications Commissate in its entirety. If you expect tate in nature, please complete the expected jurisdictional all ternet-related traffic is presumply annually and whenever the your traffic. In the event that by Spectrum, Spectrum reserves	sion et that e the location ptively ere is a at you fail es the
	CERTIFIC	CATION		
I certify that the traffic carried by Specthe attached Service Order is jurisdictraffic.	-			
(Authorized Customer Signature)			(Date Signed)	
(Printed Name)			(Title)	
Authorized Customer Contact Infor	rmation:			
Phone: (714) 754-5154		Email:	steve.ely@costamesaca.g	ov





CITY OF COSTA MESA Agenda Report

File #: 24-366 Meeting Date: 10/15/2024

TITLE:

ON-CALL ENGINEERING STAFF SUPPORT AND PROGRAM MANAGEMENT SERVICES

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION

SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAMIN NIKOUI, SENIOR ENGINEER, (714) 754-5184

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve and authorize the City Manager and the City Clerk to execute a Professional Services Agreement (PSA) with each consulting firm listed below from October 15, 2024 - June 30, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on -call engineering staff support and program management services for various Public Works projects.
 - Ardurra Group, Inc.
 - TKE Engineering, Inc.
 - Transtech Engineers, Inc.
 - Iteris, Inc.
- Authorize the City Manager and the City Clerk to execute future amendments with the abovelisted firms including any potential increases in compensation as long as the amendments are within the approved allocated aggregate amount of \$400,000 annually amongst all firms.

BACKGROUND:

The Public Works Department is committed to serving the public by providing high-quality services and continually improving the City's infrastructure. In doing so, staff occasionally will require assistance from professional consultants in areas such as engineering design, traffic signal/active transportation design, design management, professional project and program management, plan check services and general staff support. Over the last three years, the Public Works Department's workload has dramatically increased due to an influx of new grant funding and Capital Improvement Projects (CIP). For example, the Public Works Department's Transportation Services Division has recently obtained over \$12 million in grant funding for systemic safety improvements to the City's transportation system and new active transportation facilities. Many of these grant-funded projects need to be greatly expedited to meet federal funding deadlines or risk loss of funding.

File #: 24-366 Meeting Date: 10/15/2024

Implementation of these grant-funded projects, while maintaining other day-to-day operations, requires the assistance of professional consultants to assist with these projects and/or help with the day-to-day operations to ensure that the public's needs can continue to be met.

Therefore, Public Works along with Finance staff, advertised and released a Request for Proposals (RFP) to select qualified consultants to provide on-call engineering staff support and program management services to assist in managing Public Works projects and assisting with day-to-day tasks.

ANALYSIS:

The City issued a Request for Proposals (RFP) for on-call engineering staff support and program management services on July 15, 2024. In response, seven (7) proposals were received. Proposals were reviewed for compliance with the City's RFP, and consultants were evaluated based on the method of approach, qualifications, experience, staffing and cost proposal.

Upon a thorough review of all the submitted proposals, staff has determined that Ardurra Group, Inc., TKE Engineering, Inc., Transtech Engineers, Inc. and Iteris, Inc. be awarded PSAs based on their qualifications and experience.

The consultant firms' proposals were comprehensive and met all the requirements of the RFP. Their proposals and fee schedules are included in the PSAs in Attachments 1-4. All of the PSAs will be for a five-year period, and compensation shall be paid in accordance with the rates set forth in the consultant's cost proposal, as noted in the PSAs.

ALTERNATIVES:

One alternative would be to not approve the PSAs and conduct the project using in-house resources. However, the volume of the work associated with the federal-funded grant projects exceeds the staff's available resources and time given the existing day-to-day tasks while continuing to serve the needs of the public. This would result in delays in the completion of these federally-funded projects and could jeopardize and result in a loss of the grant funds. Staff does not recommend this alternative.

FISCAL REVIEW:

Funding is included in the FY2024-25 budget for the proposed Professional Service Agreements.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, prepared the proposed PSAs and approves them all as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and Enhance the City's Facilities, Equipment and Technology.
- Advance environmental sustainability and climate resiliency.

File #: 24-366 Meeting Date: 10/15/2024

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and the City Clerk to execute a Professional Services Agreement (PSA) with each consulting firm listed below from October 15, 2024 - June 30, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on -call engineering staff support and program management services for various Public Works projects.

- Ardurra Group, Inc. (Attachment 1)
- TKE Engineering, Inc. (Attachment 2)
- Transtech Engineers, Inc. (Attachment 3)
- Iteris, Inc. (Attachment 4)
- 2. Authorize the City Manager and the City Clerk to execute future amendments with the above-listed firms including any potential increases in compensation as long as the amendments are within the approved allocated aggregate amount of \$400,000 annually amongst all firms.

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC.

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

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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

1

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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total

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aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

- 2.2. <u>Additional Services</u>. 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. <u>Method of Billing.</u> 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. <u>Commencement and Completion of Work</u>. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and

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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. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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: IF TO CITY:

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Ardurra Group, Inc. 1969 E. Grand Avenue El Segundo, CA 90245 Tel: (949) 428-1500 x 7102 Attn: Lisa M. Penna, P.E. City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5184 Attn: Ramin Nikoui

Courtesy copy to:

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

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. <u>Governing Law</u>. 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. <u>Assignment</u>. 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. <u>Indemnification and Hold Harmless</u>. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its

basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 6.12. <u>PERS Eligibility Indemnification</u>. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is

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determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 6.13. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921,000 (formerly 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 7924.510 (formerly 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.
- 6.16. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

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

- 6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.18. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.20. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.21. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.22. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.23. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.24. <u>Construction</u>. 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

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fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

- 6.25. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.26. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.27. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.29. <u>Corporate Authority</u>. 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.

	Date:
Signature	
[Name and Title]	<u> </u>
CITY OF COSTA MESA	
	Date:
Lori Ann Farrell Harrison City Manager	
ATTEST:	
Provide Overs	
Brenda Green City Clerk	
APPROVED AS TO FORM:	
	Date:
Kimberly Hall Barlow City Attorney	
APPROVED AS TO INSURANCE:	
	Date:
Ruth Wang Risk Management	

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Ardurra Group, Inc.

CONSULTANT

EXHIBIT B CONSULTANT'S PROPOSAL





Proposal for

ON-CALL STAFF SUPPORT &



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PROGRAM MANAGEMENT SERVICES ARDURRA

City of Costa Mesa

JULY 30, 2024









July 30, 2024

City of Costa Mesa 77 Fair Drive, Costa Mesa, CA 92626

RE: On-Call Engineering Staff Support & Program Management

In support of the City of Costa Mesa, Ardurra Group, Inc. (Ardurra) is poised and prepared to provide On-Call Engineering Staff Support and Program Management services for the following Discipline areas:

- On-Site Staff Augmentation Services
- Transportation Improvement Projects
- Program Management

Multi-Discipline Team to Meet City Needs. The core of Ardurra's overriding approach to managing the tasks included as part of this contract will be our lead management staff. We have assembled a veteran group of engineers who have long histories of providing similar services throughout the Southern California region. Ardurra maintains a local staff of over 30 in house project management professionals available to assist the City with project oversight.

With a successful history of providing full-service, on-call owner's representative services, Ardurra's philosophy is to protect the City's interests and provide quality services to the City and its community. Selecting the Ardurra team offers the City the following benefits.

Dedicated On-Call Services Manager – Nicole Jules, PE, will serve as your primary contact for services and the contract manager, leading a comprehensive team of local professionals. Nicole brings more than 28 years of experience serving public agencies on staff and in a consulting capacity, supporting public works improvements by managing transportation projects that support our communities.

Available Team | Deep Bench – Ardurra has developed an available and comprehensive team to cover all areas of the anticipated scope of services for our identified disciplines, including Jennifer Rosales, PE, PTOE and Mark Lewis, PE, TE, PTOE who both have extensive experience managing projects in the Costa Mesa and the Orange County Region, overall. Moreover, we are proud to offer the City a deep bench of resources to scale up as needed in support of increased demand for development services. Not only do we employ a large number of engineers, their collective experience providing services to California municipal clients – both as internal staff and consultants – is more extensive than our competitors. We look forward to collaborating with City staff to provide the proposed services and to enhance and expand those services for the citizens and development community of the City of Costa Mesa.

RESPONDENT INFORMATION

Legal Name: Ardurra Group, Inc

Corporate Structure: "C" Corporation

Management Contact Nicole Jules, PE 949.368.4156 Njules@ardurra.com 1960 E Grand Ave, El Segundo, CA 90245

Authorized Signer Lisa M. Penna, PE, F, ASCE, QSD 949.428.1500 ext. 7102 Lpenna@ardurra.com 1960 E Grand Ave, El Segundo, CA 90245

Corporate Office: 1000 NW 57th Ct. Suite 800 Miami, FL 33126

Servicing Office: 3737 Birch Street Suite 250 Newport Beach, CA 92660

www.ardurra.com

On-Going Experience with On-Call Services – Our team of experts have worked together on numerous on-call contracts for the City of Costa Mesa and other public agencies in Southern California, as well as in coastal communities, and can quickly mobilize when a task order is issued. No task is too large or small.

Our commitment is sincere and goes beyond this proposal, as our success is based on long-term relationships with public agencies throughout Southern California. We are enthusiastic about the opportunity to serve the City.

As Ardurra's authorized representative, please contact me at 949.368.4156 or njules@ardurra.com, should you have any questions or need further information.

Respectfully submitted, Ardurra Group, Inc.

Nicole Jules, PE Group Leader

Lisa Penna, PE, F.ASCE, QSD Regional Director

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BACKGROUND & PROJECT SUMMARY

UNDERSTANDING OF THE CITY

We understand the City's goal is to work with an experienced and reliable consultant team with strong leadership and successful project and program management to support the City's Transportation Services Division of the Public Works Department with various services as needed for a contract term of five years.

Ardurra will provide on-call transportation planning and engineering support and program/project management services to the City through a combination of key staff available to be on-site at City Hall including Nicole Jules, Jennifer Rosales, and Mark Lewis. This includes a deep bench of supplemental support provided by the technical expertise of our various team members.

The City's main point of contact for these services will be Nicole Jules. She will ensure continued communication between all members of the team so that work is coordinated in a seamless manner.

As noted in the RFP, the City is looking for a consultant with valid California professional engineering registration in either civil or traffic engineering and other applicable accreditation for the discipline of work; minimum 5 years of experience within the last 8 years of professional working history with similar sized municipalities; ability to provide successful project delivery consistent with the latest City, state, and federal guidelines; proficiency with applicable regulatory agencies' rules and regulations; experience with active transportation design and traffic signal design; ability to provide development and transportation impact study review support; experience providing transportation planning and engineering services for as an extension of City staff; familiarity with the City of Costa Mesa standards, provisions, practices, and processes; demonstrated experience with community public outreach; and experience using the Local Assistance Procedures Manual and working on State and Federally funded grant projects.

We understand the City has several transportation projects pending and underway with upcoming grant deadlines and need a consultant to act on the City's behalf as the project manager for assigned local and grant funded projects. Ardurra's key team members are experienced project and program managers with successful records of delivering capital improvement projects on schedule and within budget. Several of the capital improvements projects are active transportation projects and traffic signal related projects with active transportation components including implementation of leading pedestrian intervals.

Overall project and program management work activities include:

- Developing scopes of work and requests for proposals.
- Coordinating with City's Purchasing Manager and Public Works Department staff.
- Consultant selection.
- · Contract negotiation.
- Managing project schedules.
- Administering budgets.
- · Reviewing consultant invoices.
- Reviewing design plans, specs, and cost estimates.
- Reviewing project reports and writing staff reports.
- Coordinating with Public Works staff and other City Departments including Fire, Police, Community Development/Planning, Finance, and City Manager's office.
- Organizing and facilitating community outreach meetings to obtain stakeholder feedback for incorporation into projects.
- Developing and administering project management plans and managing consultants,
- Proving design and construction oversight,
- Preparing grant reimbursement invoices,
- Maintaining accurate and well-organized project records, and
- Ensuring successful completion of projects as assigned.





We understand the City has staff vacancies, heavy workload, and needs assistance with a variety of transportation planning and traffic engineering services. These activities may include:

- Assisting with resident requests and complaints.
- Providing timely response to residents and maintaining citizen request log updates.
- Conducting traffic engineering studies for a variety of requests including but not limited to red curb requests, traffic calming, speed humps, stop signs, traffic signal timing issues, and active transportation improvement request.
- Conducting field investigations.
- Reviewing development plans and drafting conditions of approval.
- Reviewing transportation impact studies and other submittals for development of applications.
- Reviewing Fairview Development Center transportation studies.
- Conducting traffic impact fee calculations and review.
- Developing staff reports and reviewing staff reports.
- · Representing the City at City Council, Planning

Commission, and other City committee meetings as needed.

- Traffic control plan review.
- Assisting with residential permit parking program including new requests.
- Assisting with grant applications including grant writing services.
- Assisting with other Transportation-related tasks as needed for daily operations of the Transportation Division.

Upon review of the City's scope of work listed in the RFP, our team has the experience and local knowledge to successfully support the City with the above-mentioned service areas. We have successfully completed projects similar to those in your CIP, such as active transportation, street, traffic, traffic signal improvements and ADA upgrades, and electric vehicle infrastructure. And we have the local resources and the flexibility to scale up or down, depending on the needs of the City.

Our goal is to be a true partner with the City, and we share your commitment to provide your residents, businesses, and visitors with the highest level of quality service to promote a safe, inclusive, and vibrant community.

METHOD OF APPROACH

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address staffing for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

IMPLEMENTATION PLAN

Ardurra is capable and prepared to become the "One Stop" Transportation services support consultant for the City. The Ardurra team is well versed in applicable City, County, State, and Federal ordinances and necessary standards of services required to serve the City.

Ardurra will commit sufficient resources to handle varying workloads that may result from multiple tasks progressing simultaneously; but, technical strengths and resources are only of value if we manage those resources well. The Ardurra approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The project manager then organizes the project management plan for the duration of each project, program, and task and the overall

ATTACHMENT 1 METHOD OF APPROACH

contract around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task.

In all our efforts, we apply management systems that carefully monitor project effectiveness, closely tracking work quality, quantity, schedule, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects.

Upon award of contract, our Project Manager will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. This allows our staff to provide the City with high quality, consistent and predictable services.

Based on 20+ years of local experience delivering on-call services for agencies like yours, we have developed simple, clever, and proven solutions to issues we see regularly.

We use a risk matrix to identify and manage challenges early in the project as they relate to complying with grant requirements as applicable, coordinating utilities, coordinating design reviews with multiple Divisions, internal and external stakeholder involvement, material cost escalations, supply chain disruptions, and mitigating or avoiding environmental and right-of-way impacts.

You get a standing meeting in your calendar between your point of contact and our project manager to discuss deliverables, status updates, and information requests. This simple and short meeting means you will have information you need and task order status you can share with your team regularly.

Your projects get experienced community outreach facilitators who have worked with City of Costa Mesa's internal stakeholders and with external stakeholders including elected officials, commissions, committees, Newport Mesa Unified School District, advocacy groups such as the Costa Mesa Alliance for Better Streets, and Costa Mesa residents. Our team has used a variety of tools to solicit and document the views of internal and external stakeholder which includes:

 Coordinating internal stakeholder meetings with Public Works staff and other City Departments including Fire, Police, Community Development/ Planning, City Manager's Office, and Finance.

- Organizing and facilitating community outreach meetings to obtain external stakeholder feedback for incorporation into projects,
- Developing community outreach materials including poster boards for open houses, PowerPoint presentations, community feedback forms, and online surveys.
- Coordinating meetings with key external stakeholders such as Newport Mesa Unified School District, Orange County Fairgrounds, Orange Coast College, and Costa Mesa Alliance for Better Streets. Our team has experience coordinating and working relationships with these external stakeholders as well.
- Documenting stakeholder input using a comprehensive comment matrix with responses to each comment.
- Coordinating meetings with City staff and design consultant to review comments, resolve conflicting views, and provide direction for incorporation of comments into design plans for timely completion of projects.







APPROACH TO SOLVING AGENCIES' CHALLENGES WITH PROVEN SOLUTIONS

The Ardurra team understands the importance of client satisfaction. We commit to providing adequate staffing (both as to the number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. We can scale up or down as needed with a focus on our unmatched responsiveness.

With a large contingent of local resources to draw from, the Ardurra project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Ardurra can respond within a day to meet with the City. This helps keep the project momentum moving forward so that the Ardurra team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, Ardurra has the technical expertise and experience to deliver all project types as well as the administrative management experience for all funding sources used to support your CIP program and staff support services.

For all projects, we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed ownership of all aspects. The checklists discussed earlier provide a proven way to assure that issues are not missed. Should there be an unexpected setback, Ardurra will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City.

Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Coordination is the core of what we do at Ardurra. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, and City goals. Ardurra staff will then complete all steps of the assignment. All local, state and federal regulations and requirements will be followed to ensure there are no issues throughout the duration of the

assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also to stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

APPROACH TO EFFICIENT REPLACEMENT OF ASSIGNED PERSONNEL

Ardurra's on-call services manager, Nicole Jules, will lead the process and steps to ensure an efficient and effective transition of assigned personnel to the City of Costa Mesa as needed. We will work hand in hand with new personnel to bring them up to speed on the status, schedule, and expectations for all projects and tasks before our new assigned personnel reports to City Hall, at no cost to the City. This onboarding process will be conducted in a shadowing role for about two weeks prior to our new assigned personnel charging any costs to the City. In addition, our on-call services contract manager and project managers will be available to new assigned personnel for any questions during their assignment.

To provide the City with assigned personnel options throughout the duration of the contract, Ardurra will identify additional project managers who meet the scope of work requirements to the City on a semi-annual basis who may be available as needed for replacement at City Hall. Upon City concurrence of assigned replacement personnel when a need arises, Ardurra will take the steps outlined above to ensure our replacement personnel are fully up to speed on the City's transportation assignments including project management plans and status for each program and project assigned. Our on-call contract manager and project managers will work closely with assigned personnel and communicate as often as needed for an efficient and effective transition. Our team prides itself on well-organized and comprehensive record keeping which will be a tool used for transitions.

Ardurra's approach to on-call work provides you streamlined delivery, improved communications, and enhanced project outcomes. We adapt this process to meet your needs and your project types.

QUALIFICATIONS & EXPERIENCE OF FIRM

ARDURRA FIRM OVERVIEW

Ardurra is a relationship-based, professional services organization that has been primarily serving public agency clients for the past 45 years. With 1,500 employees in 85 offices across the country, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers and design professionals committed to delivering quality services and practical solutions. Over the last three years, we have tripled in size through organic growth and strategic acquisitions that have expanded our resources, capabilities, and geographic reach. As a result of this growth trajectory, Ardurra is well-positioned to provide professional traffic engineering and project/program management services to the City of Costa Mesa.

You get exclusive access to the amazing talent from one of the country's fastest growing engineering firms. We are humbled by being on Zweig's preferred employer's list for the last 5 years. This means we are a magnet for talent! We have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals that have a heart for client service.

LOCAL IN-HOUSE CAPABILITIES TO MEET YOUR NEEDS

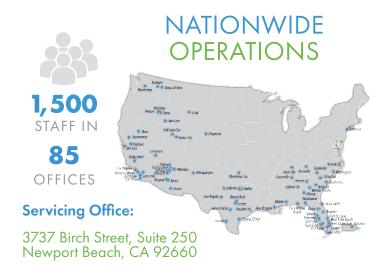
Our core service areas include:

- Traffic and Transportation Engineering
- Project Management
- Labor Compliance
- Grant Administration
- Land Development
- Public Outreach
- Plan Review and Plan Check
- Code Compliance Enforcement
- Public Works/Civil Planning
- Design, Construction Management, and Inspection
- Water/Wastewater Planning

#69 TOP 100 PURE DESIGNERS #19 WATER SUPPLY #14 SEWER & WASTE WATER TREATMENT &

#10 WASTEWATER TREATMENT PLANTS
#13 WATER TRANSMISSION LINES & AQUEDUCTS
#19 SANITARY & STORM SEWERS

DESALINATION



CALIFORNIA OPERATIONS



69



- Environmental
- Emergency Management
- Structural Engineering
- Survey

We also have established relationships with several recognized specialty firms that support us with additional disciplines and services as needed. Our experienced professional team is capable of managing various concurrent tasks.

TRAFFIC ENGINEERING CAPABILITIES

Numerous municipalities and agencies throughout the region have entrusted Ardurra with their traffic and transportation needs. Our team has experience with a wide range of services, including traffic signal design and modifications, signing and striping design, temporary traffic control plans, design of roundabouts and other intersection control measures, street light design, and pedestrian safety crossings and enhancements. In addition to the types of services mentioned above, we also provide staff support in the form of code and policy updates, preparation of staff reports, memorandums, and study reports. We conduct traffic plan checks and peer review of traffic studies, memorandums, and development plans.

Our traffic and transportation engineers have held senior management positions within numerous California cities and public agencies, including the positions of Deputy Director of Public Works, City Engineer, Traffic Engineer, and other management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We pride ourselves with using cutting-edge tools to provide excellent service to our clients. Our team is knowledgeable of, and conforms to, local, state, and federal regulations, codes, and ordinances. We are deeply experienced with federal grant requirements for a multitude of funding sources and we are intimately familiar with the Caltrans Local Assistance Program. We follow ITE recommended practices, AASHTO standards, FHWA Highway Safety Manual, and other manuals and standards to ensure compliance and safety.

Our traffic engineering capabilities are wellrecognized by our clients as they continue to engage us for a high level of repeat work. Ardurra has the technical experience required to perform services for:

- Traffic signal design and traffic signal modification design
- Signing and striping design
- Roundabout design
- Safe routes to school design
- Traffic control and stage construction design
- Street light design
- Intersection enhancement designs for pedestrians and bicyclists
- Design of roadway speed
- Design of rectangular rapid flashing beacons at crosswalks
- Provide staff support as needed for:
 - Municipal code updates related to traffic
 - Assistance with conducting and preparing reports/memorandums for analysis of intersections
 - Assistance with peer plan and screen check review including, but not limited to, preliminary, development, construction, and future revisions
- Technical specifications
- Engineering cost estimates
- Quantity take-offs

Ardurra also as the capability to prepare and provide the following studies:

- Traffic signal warrants
- Stop warrants
- Left turn phasing warrants
- Engineering and traffic speed surveys
- Track route restrictions
- Street light photometrics
- Parking
- Parking analysis/ curbside utilization
- Neighborhood traffic management
- Ball bank analysis
- Intersection and roadway line of sight
- Preparation of traffic count data for studies





Added Value:

- Safe system approach to all traffic engineering analysis and solutions
- Transportation related grant writing/ preparation
- Complete streets design
- Intersection Control Evaluation (ICE) reports
- Benefit/cost analysis
- City work orders
- Transportation safety audits

GRANT CAPABILITIES

Our grants team has been providing services to California municipal agencies for over 10 years. Ardurra's grant team possesses in-depth knowledge about public, federal, state, and regional grant funding requirements and processes, and has a proven reputation for producing high-quality work under time constraints. We have the capacity to prepare multiple grant applications of varying complexity and deadlines simultaneously. We stand ready to assist you with responding to grant opportunities.

Our team includes many former public agency officials and others that have managed numerous successful grants. We understand how to connect scoping, project management, and funding strategies to ensure the streamlined delivery of grant-funded investments. We offer the technical and strategic expertise needed to effectively address grant criteria and make an effective assessment of a project's viability to be successful. That means considering the feasibility early in the planning process and ensuring that the results of a project make for appealing applications. We help our clients navigate through complex processes and requirements and stay informed of the latest grant policy developments.

Ardurra's dedicated grant team not only offers expertise in grant writing, but provides a comprehensive approach to grant services. With experience in grant administration, we ensure compliance with regulations and effective communication with funding agencies. By establishing clear communication with funding agencies and an understanding of the City's policies, Ardurra is committed to the successful implementation of grant-funded projects and programs from initial application to final reporting. Through a combination of meticulous planning, effective communication, and adherence to regulatory standards, Ardurra

brings effective grant strategies that maximize the impact of funding for all stakeholders involved.

PROPOSED KEY PERSONNEL

Nicole Jules, PE, will serve as Project Manager.

Nicole brings 28 years of experience of progressive public and private-sector experience. Working in tandem with key personnel, Nicole will provide technical oversight and serve as the main point of contact with the City. She leads a comprehensive team of skilled professionals and will serve as a project manager.

Jennifer Rosales will serve as Project Manager/ Staff Support. Jennifer has 29 years of experience in transportation planning and engineering, public works management, and project management. She is an experienced project manager with a successful record of delivering capital improvement projects on schedule and within budget. She has worked on complex transportation engineering and planning projects throughout the United States. Jennifer is experienced in preparing scopes of work, requests for proposals, consultant selection, contract negotiation, work schedules, budgets, and quality assurance plans. Jennifer has reviewed expenditures for cost control, updated cost to completes, and implemented project implementation plans. Her experience includes leading multi-disciplinary teams on complex transportation planning, engineering and construction projects including coordinating and overseeing the work of consultants and contractors.

Jennifer has extensive public involvement experience facilitating high level public workshops and open houses for transportation projects, presenting plans and studies to city councils, and giving technical presentations and training.

Mark Lewis will serve as Project Manager/
Program Manager. Mark Lewis is a proven leader with 38 years of engineering experience. Mark has extensive familiarity, knowledge, and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital improvement program development and implementation, project management, and intergovernmental relations to deliver cost-saving solutions to all his projects.

CURRENT AND PREVIOUS SIMILAR CONTRACTS



YEAR COMPLETED

2016 - Ongoing

PROJECT TEAM

Nicole Jules, Ruth Smith, Mark Lewis
CLIENT REFERENCE

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Raja Sethuraman Public Services Director 714.754.5173 raja.sethuraman@costamesaca.gov

STAFF SUPPORT / GRANT MANAGEMENT AND TRAFFIC ENGINEERING SERVICES

CITY OF COSTA MESA, CALIFORNIA

Providing staff support, traffic engineering and grant compliance services, including assistance with Orange County Transportation Authority (OCTA) grant management, managing / responding to citizen requests, conducting traffic engineering studies for citizen requests, conducing field investigations and writing work orders, reviewing transportation impact studies and vehicles miles traveled (VMT) analysis, assistance with the City's Active Transportation Plan, attending public outreach meetings and the City's Active Transportation Committee as needed, and reviewing traffic control plans.

Additional services include providing civil and transportation engineering design of bike lanes, signal modifications, pedestrian refuge islands, signing and striping, and traffic control plans. This on-call work included the design of curb extensions near Woodland Elementary School and design of a pedestrian refuge island on West 18th Street at Lions Park Playground.

PROJECTS/PROGRAM MANAGEMENT:

I-405 Project

Project management and staff liaison communicating with Caltrans and OCTA to review, correspond, and negotiate maintenance agreements and post construction administrative items. In addition, this work includes providing recommendations on various transportation strategies related to specific issues to the I-405 project resulting from the completion of the project.

Fairview HSIP Improvement Project (Baker to Adams)

Managed project design phase including design consultant, plan reviews, funding compliance, CIP updates, utility notifications, environmental compliance, and Caltrans coordination and permitting.

West 18th Street at Wallace Avenue

Prepared design plans for pedestrian improvements at the intersection of W 18th Street and Wallace Avenue. Improvements include addition of a pedestrian crosswalk, signing and striping, and hardscape improvements.

Bear Street Improvements

Prepared temporary traffic control and signing and striping plans for roadway resurfacing improvements on Bear Street at Baker Street within City and Caltrans right-of-way.

CURRENT AND PREVIOUS SIMILAR CONTRACTS



YEARS

2009 - 9/2002

PROJECT TEAM

Nicole Jules, Mark Lewis, Ken Rosenfield

CLIENT REFERENCE

City of Laguna Beach 479 Ocean Avenue Laguna Beach, CA 92651 Mark Trestik City Engineer 949.497.0300 mtrestik@lagunabeachcity.net

CIVIL ENGINEERING / VARIOUS INFRASTRUCTURE PROJECTS, CAPITAL PROGRAM MANAGEMENT

CITY OF LAGUNA BEACH, CALIFORNIA

Ardurra staff provided complete turnkey capital project delivery services for the City including overall CIP management of design and construction projects, federal funding application support, energy grants administration, construction inspection, and construction administration for various infrastructure and building facilities improvements. Over 4 years, Ardurra helped deliver over \$10 million in capital projects, including:

Jasmine Street Storm Drain - Prepared PS&E for the conceptual and final design for these improvements. The recommended alignment allows for intercepting the upstream-most culvert that outlets onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts that outlet directly to the beach. The project included H&H analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions, and an Encroachment Permit was required from Caltrans. This project involved MS4 Permit coordination. 2022 APWA BEST Award Winner

Temple Hills Sidewalk - This project consisted of extending the Temple Hills sidewalk, which currently terminates at Dunning Drive, to Palm Drive. The sidewalk extension resulted in a new 4-foot-wide sidewalk, curb and gutter, and hand railings on one side of the street. Design work included preparation of survey, right-of-way verification, community involvement, environmental documentation, and PS&E.

Milligan Drive Bridge Improvements, Emergency Bridge Inspection, and Repair

Recommendations, Design/ Assessment District - Because of structural deficiency in this vehicle bridge over Laguna Canyon Channel, the City called upon Ardurra to design bridge and related improvements, which consisted of replacement of the bridge including a new driveway approach and curb and gutter at Laguna Canyon Road that met City, AASHTO, and Caltrans standards. The sidewalk and access to the community from within Caltrans right-of-way meets ADA criteria and new Caltrans guidelines that reduce allowable maximum grade to 7.5%.

Broadway Pedestrian/Safety Improvements - This roadway project was designed within Caltrans right-of-way and consisted of roadway, streetscape, drainage, traffic, and grading improvements. This primary route between the city and SR-73 and 1-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel, and is home to many commercial, retail, restaurant, entertainment, and artisan businesses. Several utilities located within the parkways were impacted. In addition to a Caltrans Encroachment Permit and Fact Sheet, the project included significant pedestrian safety improvements; median island landscaping; Caltrans authorization forms; and signing, striping, traffic control, and traffic calming.

CURRENT AND PREVIOUS SIMILAR CONTRACTS



YEARS

2011-2024

PROJECT TEAM

Mark Lewis

CLIENT REFERENCE

City of Lake Forest 100 Civic Center Drive Lake Forest, CA 92630 Tom Wheeler, PE Director of PW/City Engineer 949.461.3480 twheeler@lakeforestca.gov

MUNICIPAL ENGINEERING/STAFF AUGMENTATION SERVICES

CITY OF LAKE FOREST, CALIFORNIA

Ardurra has a multi-year contract with the City Public Works Department to provide municipal engineering services. Tasks include reviewing land use applications, plan checking development plans and maps, inspecting approved land development construction, inspecting approved work in the public right-of-way, public works encroachment permit inspection, water quality program management and to provide additional staff on an as-needed basis. Work also included project management for 12 projects and funding analysis for a transportation funding program.



YFARS

2018-2023

PROJECT TEAM

Nicole Jules, Seth Jenison, Alison Winter, Lucy Cardenas

CLIENT REFERENCE

City of Oxnard 305 West Third Street, Third Floor Oxnard, CA 93030 Tatiana Arnaout City Engineer 805.200.5283 tatiana.arnaout@oxnard.org

ONE-CALL TRAFFIC ENGINEERING SERVICES / GRANT WRITING & OUTREACH

CITY OF OXNARD, CALIFORNIA

Provided on-site traffic engineering support and resources which include responding to citizen requests, evaluating traffic safety concerns, managing the City's Traffic Management Center {TMC}, overseeing neighborhood traffic calming requests, managing small projects, optimizing traffic signal operations, coordinating with citizens and interest stakeholders, engineering plan review, and reviewing and managing encroachment permits.

Prepared grant applications, including the successful grant application for the Accessible Pedestrian Enhancements Project to improve pedestrian safety at 17 intersections. The \$3.5M project was funded through the Ventura County Transportation Commission (VCTC) 2022 Call for Projects.

CURRENT AND PREVIOUS SIMILAR CONTRACTS



YEAR COMPLETED

2020 - 2023

PROJECT TEAM

Nicole Jules, Ruth Smith, Angie Miralaie

CLIENT REFERENCE

City of Seal Beach 211 Eighth Street Seal Beach, CA 90740 Iris Lee - Director of Public Works David Spitz - Associate Engineer 562.431.2527 Ext 1331 dspitz@sealbeachca.gov

ENCROACHMENT PERMITTING/UTILITY PLAN CHECK/PERMIT PROCESSING & COORDINATION

CITY OF SEAL BEACH, CALIFORNIA

Consulting plan check engineer assisting staff with encroachment permitting and wireless telecommunications permitting, compliance and application review.

- Encroachment permit plan reviews
- Traffic Control plan reviews
- Utility reviews
- Review and process wireless telecommunications permits



YEAR COMPLETED

2020 - 2023

PROJECT TEAM

Nicole Jules, Ruth Smith, Alan Perkins

CLIENT REFERENCE

City of Compton 205 S Willowbrook Ave Compton, CA 90220 John Strickland Public Works Director 310.605.5505 jstrickland@comptoncity.org

DEVELOPMENT OF PLAN REVIEWS AND TRAFFIC PLAN REVIEWS

CITY OF COMPTON, CALIFORNIA

Consulting engineers provided plan review support to Public Works and Community Development Departments.

- Grading Plan Review
- Conditions of Approval
- Traffic Plans, Traffic Studies and Traffic Control Plan review
- Development Plan Check

KEY PERSONNEL

PROJECT TEAM AND KEY INDIVIDUALS

The most critical component to the success of the Staff Support and Project Management contract will be the project team. We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. The right mix of experience, enthusiasm, and fresh ideas is critical to not only an outstanding final project, but an outstanding experience during the performance of the project. Ardurra's in-house staff are fully qualified to manage and execute the full range of services that may be required by Project and Program Management Services.

The Task Leads and support team will be drawn from our overall team based on the technical requirements of each task. Our Project Manager, Nicole Jules, PE, will work with the Task Lead(s) to communicate with City staff, provide consistency in the project deliverables that meet City needs and requirements, and coordinate Ardurra tasks (if multiple, parallel tasks are being performed for the City). The Task Lead will coordinate activities within the team and will be responsible for the development of progress and final submittals, coordination meetings, and status reports. Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City.

Page 16 features our Team Organization Chart. Brief biographies for personnel have been provided on the following pages and detailed resumes are provided at the end of this section.

AVAILABILITY

This team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering detailed plans and services on schedule. If an accelerated project delivery schedule is required, Ardurra has the depth to add more staff to get the work done. Our Task Leads are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and can draw from our deep bench of experienced professionals to serve projects as needed.

We are fully committed for the duration of the contract, and we understand that the availability and consistency of the team leadership are critical to the project success; personnel will not be substituted without written approval from the City.

LOCAL PRESENCE

As neighbors – with our nearby offices in Newport Beach and many of our team members being residents of surrounding communities – we are deeply invested in the City's success. With more than 200 professionals in Southern California, we have the depth of resources to respond quickly to your needs.



ORGANIZATIONAL CHART

We understand that the key components for providing effective services are to be responsive, include a depth of resources, and be locally available to fulfill your project needs. Ardurra has assembled a comprehensive team for your City, who are knowledgeable, experienced and include those key components to successfully address the City's scope of services efficiently and effectively. Individual team members possess extensive experience providing traffic engineering, transportation planning, traffic studies and traffic and development plan review to numerous California cities, as you will see in the following team summary.



PROJECT MANAGER

Nicole Jules, PE*

STAFF SUPPORT/PROGRAM MANAGEMENT



PROJECT MANAGER

Jennifer Rosales* PE, PTOE



PROGRAM MANAGER

Mark Lewis* PE, TE, PTOE

TECHNICAL SUPPORT



PROJECT MANAGER
Ken Rosenfield
PE, QSD/P, ENV SP



TRANSPORTATION MANAGER/
TRAFFIC ENGINEER
Seth Jenison
PE, TE PTOE



TRAFFIC ENGINEER ASSOCIATE

Angelina Miralaie



TRAFFIC ENGINEER

Alan Perkins

GRANT SUPPORT



TRAFFIC ENGINEER
Ruth Smith
TE, PTP



SENIOR GRANT WRITER

Alison Winter



SENIOR GRANT WRITER Lucy Cárdenas †



GRANT COORDINATOR

Neah Johnson

PUBLIC ENGAGEMENT SUPPORT



PROJECT MANAGER

Gabriella Dow[†]

^{*}KEY PERSONNEL

[†]BILINGUAL IN SPANISH/ENGLISH

EXHIBIT C

FEE SCHEDULE

ARDURRA GROUP, INC. (CALIFORNIA) STANDARD BILLING RATE SCHEDULE

Rates Effective through first Year of Contract Term

(Future years subject to review for Consumer Price Index escalation or 4%, whichever is greater)

ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES

	HOURLY	
STAFF	<u>R</u> /	<u>ATE</u>
Traffic Engineering Technician I*	\$	107
Public Works Technician I*	\$	107
Traffic Engineering Technician II*	\$	133
Public Works Technician II*	\$	133
Administrative Assistant*		138
Traffic Engineering Associate I	\$	148
Project Coordinator/Graphic Artist	\$	148
Traffic Engineering Technician III*	\$	153
Public Works Technician III*	\$	153
Project Engineer I		168
Project Engineer II		173
Traffic Engineering Associate II	\$	173
Grants Manager		173
Project Engineer III	\$	189
Traffic Engineer I		189
Senior Project Coordinator/Graphic Artist	\$	194
Project Manager I		214
Project Engineer IV	\$	214
Traffic Engineer II		
Project Manager II		
Senior Grants Manager		
Project Manager III		
Project Engineer V		255
Traffic Engineer III		255
Project Engineer VI		
Senior Traffic Engineer		
Project Manager IV		
Group Leader/ OA/OC Manager		293

	<u>HOURLY</u>	
STAFF	R	ATE
Specialty Professional/Discipline	\$	286
Senior Environmental Scientist	\$	255
Associate Environmental Scientist	\$	184
Assistant Environmental Scientist*	\$	153
Senior Planner	\$	224
Planner II		
Planner I	\$	179
Associate/Assistant Planner	\$	138
Senior Landscape Architect	\$	255
Landscape Architect	\$	189
Community Relations Strategic Advisor	\$	296
Community Relations Project Manager	\$	265

NOTES AND ASSUMPTIONS

Engineering, Municipal, Environmental, Traffic, & Survey Notes:

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage, or couriers, etc., are billed at actual cost, plus fifteen percent (15%) to cover overhead and administration. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.

Fees for Subconsultant Services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)
- Expert witness services

Continued on following page

^{*} Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.

Overall Notes:

Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost-plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.

Fees for Subconsultant Services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

Web Based Contract Administration: Selected / specified cloud-based service billed at cost plus fifteen percent (15%).

Escalation: Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual adjustment for Consumer Price Index escalation or 4%, whichever is greater.

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH TKE ENGINEERING, INC.

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

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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;

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TKE Engineering, Inc.

- (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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

- 2.2. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Commencement and Completion of Work.</u> Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- Excusable Delays. Neither party shall be responsible for delays or lack of 3.2. performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California.

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TKE Engineering, Inc.

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. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:

IF TO CITY:

TKE Engineering, Inc. 2305 Chicago Avenue Riverside, CA 92507 Tel: (951) 680-0440 Attn: Terry Renner, P.E. City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5184 Attn: Ramin Nikoui

Courtesy copy to:

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

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.
- Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, 6.9. hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification

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

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time. or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 6.13. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921,000 (formerly 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 7924.510 (formerly 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.
- 6.16. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- 6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.18. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.20. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.21. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.22. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.23. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.24. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.25. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.26. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 6.27. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.29. <u>Corporate Authority</u>. 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.

	Date	
Signature	_ Date:	
[Name and Title]	_	
CITY OF COSTA MESA		
Lori Ann Farrell Harrison City Manager ATTEST:	Date:	
Brenda Green City Clerk	_	
APPROVED AS TO FORM:		
Kimberly Hall Barlow City Attorney	Date:	
APPROVED AS TO INSURANCE:		
Ruth Wang Risk Management	Date:	

CONSULTANT

APPROVED AS TO CONTENT:	
Ramin Nikoui Project Manager	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Director of Public Works	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Finance Director	Date:

EXHIBIT B CONSULTANT'S PROPOSAL

July, 30 2024

Stephanie Urueta
City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92628

Subject: Request for Proposal for On-Call Engineering Staff Support & Program Management Services

Dear Ms. Urueta,

Thank you for the opportunity to present TKE Engineering, Inc. (TKE)'s proposal to provide professional Engineering Staff Support & Program Management Services to the City of Costa Mesa (City). We have been providing various Cities with engineering and project management services. and are highly qualified to perform the engineering services necessary. TKE is enthusiastic about the opportunity to assist the City with these services.

Why should the City choose TKE to provide the requested engineering services? Please consider the following:

- 1. Firm Identification TKE, a California Corporation, is a full service, multi-disciplinary consulting corporation located at 2305 Chicago Avenue, Riverside, California 92507 and can be found online at www.tkeengineering.com or reached by phone (951) 680-0440. We have 24 years of experience with providing on-call engineering services to public agencies and are highly qualified to perform the services necessary for project delivery.
- 2. **Key Contact** Terry Renner, P.E., P.L.S., Q.S.D., Principal-in-charge, is an authorized signatory of the firm and will be TKE's contact person for the duration of the proposal evaluation and contract. He can be contacted at 2305 Chicago Avenue, Riverside, California 92507 or reached by telephone at (951) 680-0440 and e-mail at trenner@tkeengineering.com.
- **3. Grant Funding Experience and Qualifications** TKE has been providing design, project management and program management services on over \$300M in federally and state funded public works projects to numerous municipalities for the past 24 years. As such, we have a thorough knowledge of the Caltrans LAPM standards and requirements.
- **4. Statement & Proposal Validity** TKE's proposal shall remain valid for a period no less than 90 days from the date of submittal. All information submitted within this proposal are true and correct.
- Acknowledgement of Addendum TKE acknowledges that no addendum has been posted regarding this oncall.
- **6. Authorization** TKE's proposal letter is signed by a person who is authorized to bind the company to contract agreements.

Thank you for your consideration. TKE would very much appreciate the opportunity to provide Engineering Staff Support & Program Management Services. If you have any questions, please call me at (951) 680-0440.

Sincerely,

Terry Renner, P.E., P.L.S., Q.S.D. | Senior Vice President





SECTION B | BACKGROUND AND PROJECT SUMMARY

The City of Costa Mesa desires to contract staff augmentation for engineering consultant services to provide on-call engineering staff support and program management services for the City's Transportation Services Division. The proposed staff augmentation services will be an extension of City Staff and will assign an individual or individuals to work with the City for project management of current and future consultant contracts for several locally funded and federally funded transportation improvement projects, and providing general support to the Transportation Services Division. The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant(s). The types of services are briefly discussed below:

On-Site Staff Augmentation Services: The selected consultant will be an extension to City staff and will provide a variety of transportation planning and traffic engineering services and address ongoing issues. The selected consultant will be required to physically work at City Hall and remote work is not allowed. The selected consultant, depending on the final agreement with the City, may be contracted to work up to full-time.

Transportation Improvement Projects: There are several ongoing transportation improvement projects. The consultant will act as the project manager and provide design and construction oversight, coordinate with other divisions and departments, and assist staff in day-to-day activities.

Program Management: The City has several pending locally-funded and federally-funded Improvement Program (CIP) projects, some of which are underway. Services required include developing Request for Proposals (RFPs), grant management, managing design consultants, bid and award process, and overall project management. The selected consultant will manage all project activities towards their successful completion while following all applicable local, state, and federal guidelines and all grant requirements. Specific tasks will also include reviewing design plans, attending community outreach meetings, reviewing consultant invoices, preparing grant reimbursement invoices where necessary and maintaining project records. The consultant shall have experience using the Local Assistance Procedures Manual and working on grant funded projects administered by Caltrans.

Some of the Transportation Services Division's pending projects include:

- △ Fairview Road Active Transportation Improvements (federally funded)
- △ Adams Avenue Active Transportation Project– Multipurpose Trails (federally funded)
- △ Fairview Road Belfast Avenue Traffic Signal Design
- △ Signal Modernization for Systemic Safety Improvements (federally funded)
- △ Mesa Drive Santa Ana Avenue Bicycle Facility Project
- △ Mesa Verde Drive East & Peterson Place Bicycle Facility Project





SECTION C | METHOD AND APPROACH

1 PROJECT APPROACH

Our approach to your project, recognizing that both schedule and budget are of primary concern for grant funded projects, dictates that decisions must be made quickly and carefully. When this is coupled with the various constraints present, it is critical that the City choose a consultant with a proven track record of delivering. With a familiar team of senior level design and management professionals for local and grant funded projects, TKE is the right choice for this project.

With grant funded projects, our experience tells us that there has to be a proactive approach to completing the work. This includes early identification of critical design elements and accurate cost estimating throughout the entire process, as well as familiarity with the funding source. In preparing this proposal, our team established key issues so we can "hit the ground running" to make this a successful project for the City.

TKE's goal is the successful project delivery of the City's projects. Our definition of successful project delivery is:

- △ Task/Project Completion that Meets all Project Safety Requirements
- △ Task/Project Completion that Protects the City's Interests
- △ Task/Project Completion on Schedule
- △ Task/Project Completion within Budget

To successfully achieve each of the items listed above, it is vital that an efficient and effective form of communication is maintained throughout the project duration. TKE's staff is highly trained in the art of communication. By way of phone calls, emails, and in person meetings, TKE regularly and routinely keeps City staff informed of all aspects of the project. Through the preparation of meeting minutes, progress reports and project update memorandums

TKE ensures that City staff is fully appraised of the project status.

CRITICAL ISSUES

TKE has extensive experience with numerous grants including but not limited to ATP, SR2S and HSIP State and Federally funded design projects. TKE has prepared design for five SR2S and ATP projects within the past five years and numerous other HSIP projects for more than ten different cities throughout Southern California. The project scope and management components for this contract will likely include every element for several projects in which we have recently completed or still working on with other cities. With our in depth understanding of pavement rehabilitation, ADA requirements, roundabout design, pedestrian and bicycle facilities, traffic calming relationships with City Staff, knowledge of the funding source and wide range of experience, TKE is able to hit the ground running for the design of the current project.

IDENTIFICATION OF CRITICAL DESIGN ELEMENTS

Our approach to identifying critical issues will be to immediately go into the field and document all the critical design elements so they can be presented to the City. This will give us a head start on instructing our survey team about what detailed information to collect. Some of these elements include key ground elevation information at the curb returns to determine how ADA access will be maintained and how proposed bike lanes will transition through the project.

PRIVATE IMPROVEMENTS

Private improvements such as mailboxes, fences, walls and landscaping may be impacted by the street improvement projects. TKE will identify such impacts early during project design and will develop an action plan for working with residents that will be impacted. Our goal will be to complete design that will provide ADA accessibility at the same time as minimizing private property impacts.





UTILITY COORDINATION

Projects often will require some utilities to be relocated and/or adjusted for the proposed improvements. These facilities may include water backflow, water meters, telephone risers, and communication boxes to list a few. We will identify these facilities early in project design to begin coordination at the earliest opportunity. Agencies that maintain private utilities can be cumbersome in getting facilities relocated. Early coordination will prevent project delays.

ACCURATE COST ESTIMATING

TKE understands the limits on grant funding. Because of the limited budget for this project, it is important to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project elements with local contractors to assure that we have the most current construction information available so that the City can ensure the most value for the public's dollar.

FAMILIARITY WITH FUNDING SOURCE

TKE is well versed with Caltrans Local Assistance requirements as well as the general guidelines for implementing State and Federal funded transportation projects. They include:

- Requesting that Caltrans furnish an expenditure authorization number.
- Submitting allocation request and finance letters to Caltrans Local Assistance requesting reimbursable costs allocation
- Ensuring Caltrans prepares a Program Supplement Agreement for City execution. If the City does not have a "State Funds Master

- Agreement" on file with Caltrans, one will be required.
- Ensuring that the City acquires Local Assistance approval for all required environmental clearances (CEQA/NEPA) and right-of-way needed for the project.
- Ensuring that the project complies with the requirements of the Americans with Disabilities Act.

Processing invoices to Caltrans Local Assistance for reimbursement.





TKE Engineering, Inc. | AT A GLANCE



City/District Engineer

City/District Engineer in 5 Cities/Districts



Staff Augmentation

TKE currently provides Traffic and Transportation / Staff Augmentation in 12 Cities / Counties / Districts



Municipal On-Call Contracts

TKE currently provides Project Management, Traffic Engineering, Civil Engineering Design, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California



Size of Organization

59 Professional Engineers, Project Managers, Traffic Engineers, Traffic Inspectors, Surveyors, Plan Checkers, Designers, Construction Managers, and Support Staff



Location of Office

TKE Engineering, Inc. 2305 Chicago Avenue Riverside, CA 92507



Years in Business

TKE has conducted business for the past 24 years and has 24 years of experience in providing engineering services for municipalities including for Federal and State funded projects



Company Structure

TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901 TKE DIR No. 1000413173



Firm Owners

Michael P. Thornton, P.E., P.L.S., M.S. – President Terry Renner, P.E., P.L.S., Q.S.D. – Senior Vice President Steven W. Ledbetter, P.E. – Vice President



City of Costa Mesa Point of Contact

Terry Renner, P.E., P.L.S., Q.S.D. Senior Vice President 2305 Chicago Avenue Riverside, CA 92507 Phone: (951) 680-0440 Email: trenner@tkeengineering.com



1. FIRM PROFILE

Throughout our history of 24 years serving the Southern California region, we have provided planning, design, construction management and support services for numerous CIP projects, including those with grant funding. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering much needed infrastructure to their communities. TKE has extensive experience with an excellent reputation in traffic engineering projects.

We are sure that the successful results of our past performance in the delivery of projects, along with our firm's proven ability to utilize our experience for a complete and well-engineered project, will provide a valuable resource to the City.

TKE continues to provide numerous municipalities and agencies with consulting project management services and staffing for every facet of public works projects. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their constituents in a cost effective and efficient manner. TKE proudly serves municipal agencies the following services on a routine basis:

TECHNICAL EXPERIENCE

TKE has extensive experience with the design, review and management street, traffic of transportation related improvements following the requirements of the Caltrans Highway Design Manual, AASHTO Geometric Design of Highways and Streets, NCHRP-Report 672 and FHWA Roundabout Informational Guide, Manual for Uniform Traffic Control Devices (MUTCD) and California MUTCD, related to design speeds, geometric configuration, horizontal and vertical curvature, super elevation, stopping and sight distances, grade and various other factors. In addition, TKE has experience with the design of State and Federally funded traffic and



Request for Proposal for On-Call Engineering Staff Support & Program Management Services

transportation projects. Our funding experience includes design and funding management of projects with ATP, CDBG, SR2S, LPP, HSIP, ARRA, CMAQ, and SAFETEA-LU funding.

Our in-house team is comprised of engineers who are experts in completing grant funded street improvement projects and we have a long history of delivering safety enhancements to the various communities we serve. In the recent project experience section of our proposal, we provide detailed descriptions of a few recent projects that we have successfully delivered to our municipal partners. Because of our current and past relevant experience, our team has a solid understanding of procedures, City's policies requirements. Additionally, due to the successful acquisition of numerous funding sources for other municipal partners, we have in-depth experience with the requirements of grant funding mechanisms.

GRANT FUNDS MANAGEMENT

TKE's Grant Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained nearly \$100 million dollars in funding for our public works water and transportation improvements and has provided grant management assistance on design/construction projects for more than \$300 million of design/construction projects.

Our grant services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements.

TKE has assisted clients secure funding from the following programs:

- △ SRTS and SR2S (Safe Routes to Schools)
- △ Federal Transportation Funding thru Caltrans Local Assistance

- △ State Proposition 1E and 84 Flood Management Funding
- △ Community Development Block Grant (CDBG) Funding
- △ Active Transportation Program (ATP) Funding
- △ Highway Safety Improvements Program (HSIP) Funding
- △ Safe, Accountable, Flexible, Efficient Transportation Act: A legacy for users (SAFE TEA-LU)
- △ Mobile source Air Pollution Reduction Review Committee (MSRC)
- △ Economic Development Agency (EDA)
- △ California Department of Parks and Recreation
- △ State Water Resources Control Board State Revolving Fund (SRF) Program
- △ Department of Water Resources Proposition 40 Grant Program
- △ Department of Water Resources

 Infrastructure Rehabilitation Grant

As we develop knowledge of the City's standards and specifications, these advantages ensure that we will work quickly with City staff to create an efficient and fluid working atmosphere, ultimately translating to savings of cost and time to this project.

STAFF PAST EXPERIENCE

TKE has assembled an elite team of professionals to partner with the City to provide consulting project management and engineering services. TKE's management team came together out of the collective belief of long time practitioners that there needed to be, in the civil engineering and land surveying consultant's marketplace, a company that brought modern management techniques and new ways of thinking to the business of consulting services for engineering projects. Our management team is 100% accountable and responsible for TKE's work product and actively seeks feedback and suggestions on our services. For all further information please see Section F – Key Personnel.





CV SYNC - PHASE I & II

Coachella Valley Association of Governments (CVAG), Coachella Valley, CA



Client Contact: Eric Cowle | Program

Manager

Phone Number: (760)346-1127 Email: ecowle@cvag.org Project Cost: \$109M Completion Date: Current

Project Manager: Terry Renner, P.E., L.S., Q.S.D.

RELEVANCE TO COSTA MESA

- Public Works Construction Management Inspection Project
- Traffic Signal, Synchronization and
- Electrical Inspections
 - State and Federal Grant

Management

DESCRIPTION

This project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization along three regional roadways including Highway 111, Ramon Road and Washington Street. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, and Connected and Autonomous Vehicles. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

SERVICES

Services included bid administration and pre-construction assistance, grant funding administration, construction management, inspection, and project closeout services

KEY STAFF

Terry Renner, P.E., L.S., Q.S.D, Justin Schlaefli, P.E., T.E., Stephen Biscotti, Michael Counce

COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA



Client Contact: Mr. Will Kolbow | City Manager

Phone Number: (909) 795-9801 Email: wkolbow@cityofcalimesa.net

Project Cost: \$10.1M+ Completion Date: Current

Project Manager: Terry Renner, P.E., P.L.S., Q.S.D.

RELEVANCE TO COSTA MESA

- LPP State Grant Funded Project
- Right-of-Way Acquisition
- Major Arterial Reconstruction
- Various Pavement Strategies
- Extensive Utility Coordination and
- Community Outreach Efforts

DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking.

KEY STAFF

Justin Schlaefli, P.E., T.E., Steve Libring, T.E., Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Monae Pugh





ATP CYCLE 3 SAFE ROUTE TO SCHOOL PEDESTRIAN IMPROVEMENTS PROJECT

City of Fontana, CA



Client Contact: Phil Burum Phone Number: (909) 350-6727 Email: Pburum@Fontana.org

Project Cost: \$1.9M

Completion Date: November 2022

Project Manager: Terry Renner, P.E., L.S., Q.S.D.

RELEVANCE TO COSTA MESA

- ATP Funded Project
- Right-of-way Acquisition
- Municipal CIP Project
- Street Improvement Design
- Community Outreach Efforts

DESCRIPTION

TKE is currently providing design engineering services for the Safe Routes to Schools Pedestrian Improvements Project funded through ATP Cycle 3 for the City of Fontana. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for 7,700 linear foot ADA and pedestrian enhancement project. The project includes the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, traffic signal modifications, utility relocations, private improvement restoration and signing and striping. TKE is coordinating with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.

SERVICES

Services included design, surveying, grant management, PES preparation, environmental compliance services, utility coordination, right-of-way engineering, and construction assistance

KEY STAFF

Terry Renner, P.E. P.L.S., Q.S.D.., Michael P. Thornton, P.E., L.S., Octavio Parada, Monae Pugh, Ron Musser, L.S.

ATP SAFE ROUTE TO SCHOOL – FONTANA AVENUE AND ARROW BOULEVARD

City of Fontana, CA



Client Contact: Phil Burum
Phone Number: (909) 350-6727
Email: Pburum@Fontana.org

Project Cost\$1.1M

Completion Date: May 2018

Project Manager: Terry Renner, P.E., L.S., Q.S.D.

RELEVANCE TO COSTA MESA

- Traffic Engineering Services to Developer and CIP Projects
- Traffic Engineering Design
- Traffic Control Device Review and
- Citizan Baguast Analysi

DESCRIPTION

TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.

SERVICES

Services included design, surveying, grant management, PES preparation, environmental compliance services, utility coordination, right-of-way engineering, and construction assistance.

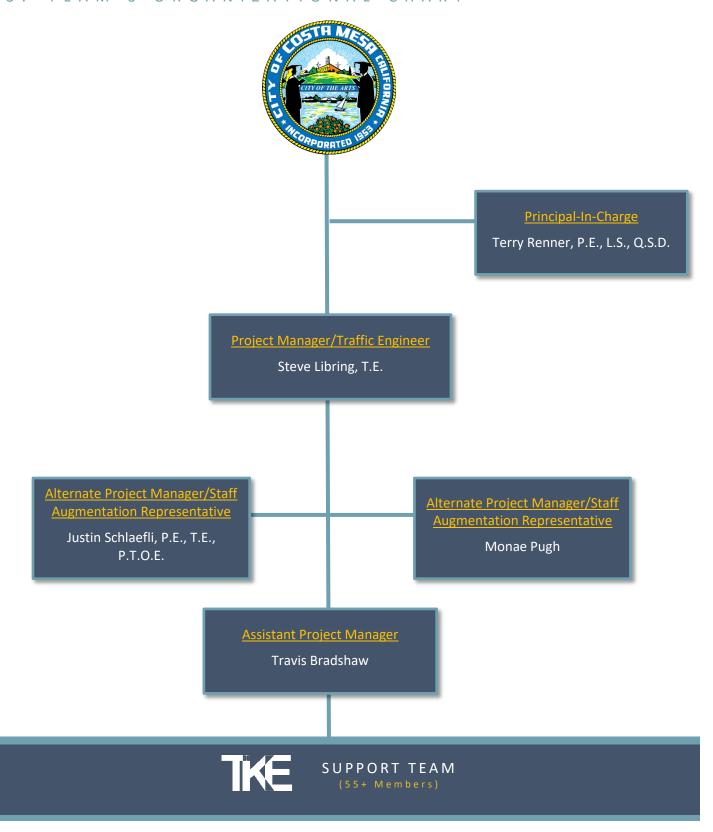
KEY STAFF

Terry Renner, P.E. P.L.S., Q.S.D.., Michael P. Thornton, P.E., L.S., Octavio Parada, Monae Pugh, Ron Musser, L.S.





3. TEAM'S ORGANIZATIONAL CHART







HOURI V



	HOURLY <u>RATE</u>
Principal in Charge	\$185.00 \$175.00 \$165.00 \$165.00 \$155.00 \$135.00 \$105.00 \$ 90.00 \$300.00 \$400.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$260.00
DEVELOPMENT SERVICES	
Managing Director Senior Project Manager Project Manager	\$185.00 \$135.00 \$105.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$135.00 \$125.00
REIMBURSABLE COSTS	
In-house Reproduction	Cost Cost + 10% Cost + 10% Cost + 10%

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC.

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

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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

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Transtech Engineers, Inc.

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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total

aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

- 2.2. <u>Additional Services</u>. 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. <u>Method of Billing.</u> 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. <u>Commencement and Completion of Work</u>. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and

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Transtech Engineers, Inc.

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. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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: IF TO CITY:

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Transtech Engineers, Inc.

Transtech Engineers, Inc. 13367 Benson Avenue Chino, CA 91710 Tel: (909) 595-8599

Attn: Ahmad Ansari, P.E.

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5184 Attn: Ramin Nikoui

Courtesy copy to:

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

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. <u>Governing Law</u>. 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. <u>Assignment</u>. 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. <u>Indemnification and Hold Harmless</u>. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its

basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 6.12. <u>PERS Eligibility Indemnification</u>. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is

determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 6.13. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000 (formerly 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 7924.510 (formerly 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.
- 6.16. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

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

- 6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.18. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.20. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.21. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.22. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.23. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.24. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its

fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

- 6.25. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.26. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.27. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.29. <u>Corporate Authority</u>. 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.

Signature	Date:
[Name and Title]	_
[Name and Title]	
CITY OF COSTA MESA	
	Date:
Lori Ann Farrell Harrison City Manager	
ATTEST:	
Brenda Green City Clerk	-
APPROVED AS TO FORM:	
	Date:
Kimberly Hall Barlow City Attorney	
APPROVED AS TO INSURANCE:	
	Date:
Ruth Wang Risk Management	

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CONSULTANT

APPROVED AS TO CONTENT:	
Ramin Nikoui Project Manager	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Director of Public Works	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Finance Director	Date:

EXHIBIT B CONSULTANT'S PROPOSAL







1. Cover Letter (per RFP, limited to 2 pages)

July 30, 2024



City of COSTA MESA Public Works Department Submitted on PlanetBids

PROPOSAL, ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

Transtech is pleased to submit this Proposal for the subject services.

Established in 1989, Transtech (a California Corporation) is a multi-disciplinary municipal engineering consulting firm. Transtech has been in business for 35 years and provides municipal services to approximately 80 public agencies. Our staff and resources include approximately 200 staff, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.

Transtech is a **multi-disciplinary municipal engineering consulting firm**. Our service capabilities include:

- Building & Safety Services, Building Official Building Inspection, Plan Check
- · Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transp. Planning and Eng
- · Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng
- Emergency, Support Services

One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers, including Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities.

We have extensive **experience working with Public Agencies in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

Our team includes **experienced staff members who have worked for CALTRANS** and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures



Manual (LAPM).

Our team has proven track record in obtaining outside grants for its client cities. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Transtech has a **large pool of well experienced in-house staff readily available** to respond and provide services in a timely, efficient, and cost-effective manner.

We believe our team is well qualified to perform the services requested:

- ✓ Successfully providing similar services to many agencies for over 33 years.
- ✓ Proven track record in on time and within budget project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to work collaboratively with agencies, project applicants, and other stake holders, and communicate effectively with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a high-quality work product and deliver a high level of customer care.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ Understanding of public agencies procedures, and policies, and extensive experience in preparing staff reports, and presentations to City Council, Boards and public.
- ✓ Our services are founded on the principals of Total Quality Management for Total Customer Care and Satisfaction.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE

Principal Project Manager

E: Ahmad.ansari@transtech.org

C: 949-702-5612

MRUS.



2. Background and Project Summary Section

The Transportation Services Division of the City of Costa Mesa's Public Works Department is requesting proposals for professional on-call engineering staff support and program management services:

The RFP indicates that the proposed contract requires the Proposer to assign an individual to work as an extension of City staff, and proposers may propose multiple key personnel for the City to choose from depending on their individual qualifications, experience, and availability.

The services required include project management of current and future consultant contracts for several locally funded and federally funded transportation improvement projects, and providing general support to the Transportation Services Division.

The types of services are briefly discussed below:

On-Site Staff Augmentation Services:

The selected consultant will be an extension to City staff and will provide a variety of transportation planning and traffic engineering services and address ongoing issues. The selected consultant will be required to physically work at City Hall and remote work is not allowed. The selected consultant, depending on the final agreement with the City, may be contracted to work up to full-time.

• Transportation Improvement Projects:

There are several ongoing transportation improvement projects. The consultant will act as the project manager and provide design and construction oversight, coordinate with other divisions and departments, and assist staff in day- to-day activities.

Program Management:

The City has several pending locally-funded and federally-funded Capital Improvement Program (CIP) projects, some of which are underway. Services required include developing Request for Proposals (RFPs), grant management, managing design consultants, bid and award process, and overall project management. The selected consultant will manage all project activities towards their successful completion while following all applicable local, state, and federal guidelines and all grant requirements. Specific tasks will also include reviewing design plans, attending community outreach meetings, reviewing consultant invoices, preparing grant reimbursement invoices where necessary and maintaining project records. The consultant shall have experience using the Local Assistance Procedures Manual and working on grant funded projects administered by Caltrans.

Some of the Transportation Services Division's pending projects include:

- Fairview Road Active Transportation Improvements (federally funded)
- Adams Avenue Active Transportation Project Multipurpose Trails (federally funded)
- Fairview Road Belfast Avenue Traffic Signal Design
- Signal Modernization for Systemic Safety Improvements (federally funded)
- Mesa Drive Santa Ana Avenue Bicycle Facility Project
- Mesa Verde Drive East & Peterson Place Bicycle Facility Project





3. Method of Approach

APPROACH

Customer Care and Responsive Service Approach:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our "Same Day Response" motto.
- Transtech also provides a 24-hour emergency contact number to its clients.
- Customer Care means highest quality customer service. Transtech is committed to providing "Customer Care" to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. Responsiveness is an integral part of Transtech's "Customer Care" service approach.
- Our Contract Principal will meet with the Client's Project Manager frequently for service evaluation and address any areas for improvements.
- Responsiveness is an integral part of Transtech's "customer friendly" service approach. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- Transtech understands the importance of being able to expedite certain projects, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.

Structured Approach:

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- <u>Project Management</u>: Our approach is to provide proactive management and attempt to identify potential issues
 and problems in advance and take corrective actions before they become problems. This requires extensive handson knowledge, experience and management skills of the people involved in managing the project. Our team members
 have extensive experience and proven track record in managing large and complex projects and bringing them to a
 completion on time and within budget.
- Approach to Cost Control and Change Orders: We evaluate project costs and develop feasible mitigation
 measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to
 address unforeseen conditions or owner generated changes in a cost-effective manner.
- Approach to Scheduling and Timely Completion of Project and Schedule Recovery: The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of



work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

- Management of Documents: We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- <u>Safety and Security</u>: We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout**: We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- <u>Project Closeout</u>: We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- <u>Methodology for Communication to Inform City on Work Progress</u>: Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- <u>Electronic common project information and file sharing platform:</u> We create and provide access to project participates a common project information and file sharing platform.

Project Control Systems:

Project controls are essential to keep complex construction projects on budget and on time. They help teams and stakeholders identify emerging risks early, before they become expensive, time-consuming problems. With advance warning, these issues can be mitigated or avoided altogether. Project controls also give leadership the data they need to set realistic expectations, manage subcontractors, and plan with confidence. During the course of a project, program and project managers use controls to monitor time and cost expenditures and compare them to project lifecycle forecasts. They also rely on them to coordinate onsite execution with the milestones established during the design, procurement, entitlement, and pre-construction stages. The benefits of project controls are many. When they are put in place and used appropriately, they contribute to increased efficiency, decrease in delays and cost overruns, and fewer claims and costly litigation.

Our staff has experience will all of the major document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project really needs.

Value Engineering:

Depending on a project's size, complexity and the owner's requirements, Value Engineering may also be considered. The Value Engineering may consist of a systematic process of review and analysis of the project during the concept and design phases, by a multi-disciplined team of persons not involved in the project, may include recommendations such as:

- To improve the value and quality of the project.
- To provide the needed functions safely, reliably, and at the lowest overall cost.
- To reduce the time to complete the project.
- To combine or eliminate otherwise inefficient use of costly parts of the original proposed design for the project.





Approach and Strategy for Managing, Negotiating, And Incorporating Changes in Project Scope:

Our approach and strategy is structured based on minimizing cost and schedule impacts, while evaluating change orders in a timely, fair and equitable manner.

Coordination with City:

Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will maintain and establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

Expediting Projects:

Transtech understands the importance of being able to expedite tasks, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.

Contract Administration Approach (Caltrans LAPM):

For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer. LAPM has been prepared to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. This manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.

Additional Information regarding Coordination with CALTRANS:

Our team includes experienced staff members who have worked for CALTRANS and are intimately familiar with the standards and procedures, project development and approval process, and requirements. One of our Sr. Staff Members, Ali Zaghari, who joined Transtech about 3 years ago, has over 35 years of experience in Transportation Management & Operations at various capacities in the California Department of Transportation (Caltrans). His career path includes a number of key managerial positions in Caltrans leading to his last position as the Deputy District Director.

Additional Information Regarding DB (Design-Build) Delivery Approach:

Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code, CHAPTER 4. Local Agency Design-Build Projects. (CAPCC, CHAPTER 4. Local Agency Design-Build Projects [22160 - 22169])



4. Qualification and Experience of the Firm

A. QUALIFICATIONS

Company Profile:

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 35 years** and is **providing municipal services to approximately 80 public agencies**.

Multi-Disciplinary Municipal Engineering Consulting Firm:

Transtech is a multi-disciplinary municipal engineering consulting firm. Our service capabilities include:

- Building & Safety Services, Building Official Building Inspection, Plan Check
- · Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Eng
- · Water Resources Engineering
- · Surveying, Mapping, ALTA, Right-of-way Eng
- Emergency, Support Services

Large Pool of Experienced Staff:

Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 200 staff**, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers, including Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities.

We have extensive **experience working with Public Agencies in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.**

Our team includes **experienced staff members who have worked for CALTRANS** and are intimately familiar with the standards and procedures, project development and approval process, and requirements. One of our **Sr. Staff Member is former Deputy Director of Caltrans District 7**.

Transtech has a **large pool of well experienced in-house staff readily available** to respond and provide services in a timely, efficient, and cost-effective manner.

Experience in Federally Funded Projects and Grants:

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).





Our team has proven track record in obtaining outside grants for its client cities. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Experience in various types of Projects:

Transtech has experience in various types of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges
- Parks and Playgrounds

- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings

B. REFERENCES

CITY OF ALHAMBRA

Contact: Lucy Garcia, Assistant City Manager; T: 626-570-3257; E: lgarcia@cityofalhambra.org

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF COMMERCE

Contact: Vilko Domic, Assistant City Manager; T: 323-722-4805; E: vilkod@ci.commerce.ca.us

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF SOUTH EL MONTE

Contact: Rene Salas, City Manager; T: 626-579-6540, Ext. 3040; E: rsalas@soelmonte.org

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF TEMPLE CITY

Contact: Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF WEST COVINA





- For insurability purposes, one of the most important contract terms is to ensure the word "negligent" is evident in the
 indemnity clause. Absent a negligence trigger for claims, a client or owner could present claims with no allegations of
 negligence, and the professional liability may have coverage implications. Inserting "negligent" acts, errors, or
 omissions can help make the entire indemnity subject to an appropriate standard of care.
- Many contracts use phrases such as: "arising out of or in connection with". This can allow the certificate holder to
 assert claims that vaguely involve our scope of services. By replacing such phrases with "but only to the extent actually
 caused by", the claimant must establish that the negligence was the proximate cause of the damage, otherwise known
 as direct causation, would be insurable.
- For insurability purposes, we suggest limiting the obligation to only those parties with whom we have the contract, or who are in direct contractual privity to the project owner.
 - For insurability purposes, in the event of any dispute between the Parties related to this Agreement or this Project, we recommend that the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute should be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation should be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs."



RFP25.01.C05611

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.

CITY OF ALHAMBRA

Contact: Lucy Garcia, Assistant City Manager; T: 626-570-3257; E: lgarcia@cityofalhambra.org

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF COMMERCE

Contact: Vilko Domic, Assistant City Manager; T: 323-722-4805; E: vilkod@ci.commerce.ca.us

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF SOUTH EL MONTE

Contact: Rene Salas, City Manager; T: 626-579-6540, Ext. 3040; E: rsalas@soelmonte.org

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF TEMPLE CITY

Contact: Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project

Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check; Building & Safety Services (Building Official, Plan Check,

Inspection)

CITY OF WEST COVINA

Contact: Paulina Morales, City Manager; T: 626-939-8401; E: pmorales@westcovina.org

Services Provided: CIP Management; Construction Management; Inspection; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; City Engineering Services; Traffic Engineering; Map Check;

Building & Safety Services (Building Official, Plan Check, Inspection)



EXHIBIT C

FEE SCHEDULE



Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org

C: 949-702-5612 O: 909-595-8599 COST PROPOSAL ATTACHMENT 3 1

July 30, 2024



City of COSTA MESA Public Works Department Submitted on PlanetBids

COST PROPOSAL, ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

As required, Cost Proposal is submitted separately.

Attached is Transtech's Fee Rates for all Staff Classifications.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE

MRUS.

Principal Project Manager

E: Ahmad.ansari@transtech.org

C: 949-702-5612



COST PROPOSAL ATTACHMENT 3 2

Following is Transtech's current Fee Rates:

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES

Effective: July 1, 2024 - June 30, 2025

Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING					
Field Technician	\$88	-	\$98		
Engineering Technician	\$98	-	\$109		
Assistant CAD Drafter	\$109	-	\$124		
Senior CAD Drafter	\$124	-	\$140		
Associate Designer	\$140	-	\$155		
Senior Designer	\$155	-	\$171		
Design Project Manager	\$196	-	\$206		
Assistant Engineer	\$119	-	\$129		
Associate / Staff Engineer	\$150	-	\$165		
Senior Civil Engineer	\$206	-	\$227		
Traffic Analyst Technician	\$103	-	\$114		
Associate Traffic Analyst	\$155	-	\$165		
Senior Traffic Analyst	\$165	-	\$176		
Professional Transportation Planner	\$176	-	\$191		
Traffic Engineer Technician	\$98	-	\$109		
Associate/Staff Traffic Engineer	\$150	-	\$165		
Traffic Engineer	\$176	-	\$191		
Senior Traffic Engineer	\$191	-	\$212		
Project Manager	\$191	-	\$212		
Senior Project Manager	\$212	-	\$227		
Deputy City Engineer	\$176	-	\$196		
City Engineer	\$196	-	\$212		
Principal Engineer	\$212	-	\$233		
BUILDING & SAFETY					
Permit Technician	\$78	-	\$88		
Plan Check Technician/Analyst/Supervisor	\$129	-	\$145		
Building Inspector	\$119	-	\$134		
Senior Inspector	\$129	-	\$145		
Plans Examiner/Checker	\$145	-	\$160		
Plan Check Engineer	\$155	-	\$176		
Deputy Building Official	\$165	-	\$176		
Building Official	\$171	-	\$186		

identified by the City.						
CONSTRUCTION MANAGEM	MENT					
Labor Compliance Analyst	\$150	-	\$160			
Funds Coordinator	\$155	-	\$165			
Office Engineer	\$150	-	\$160			
Construction Inspector	\$145	-	\$155			
Senior Construction Inspector	\$155	-	\$165			
Construction Manager	\$176	-	\$191			
Resident Engineer	\$191	-	\$206			
PUBLIC WORKS INSPECT	ION					
Public Works Inspector	\$145	-	\$155			
Senior Public Works Inspector	\$155	-	\$165			
Supervising PW Inspector	\$165	-	\$176			
SURVEY AND MAPPING	}					
Survey Analyst	\$155	-	\$160			
Senior Survey Analyst	\$160	-	\$165			
2-Man Survey Crew	\$357	-	\$372			
Survey & Mapping Specialist	\$191	-	\$207			
Licensed Land Surveyor	\$217	-	\$227			
FUNDING & GRANT WRITING						
Funds Analyst	\$150	-	\$155			
Senior Funds Analyst	\$155	-	\$165			
Grant Writer	\$171	-	\$176			
Funds & Grant Project Manager	\$191	-	\$202			
PLANNING						
Community Development Technician	\$83	-	\$93			
Planning Technician	\$93	-	\$103			
Assistant Planner	\$103	-	\$124			
Associate Planner	\$124	-	\$145			
Senior Planner	\$150	-	\$171			
Planning Manager	\$176	-	\$196			
ADMINISTRATIVE STAFF						
Administrative/Clerical	\$72	-	\$83			
Project Accountant	\$83	-	\$93			

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.



CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH ITERIS, INC.

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

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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;

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- (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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

- 2.2. <u>Additional Services</u>. 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. <u>Commencement and Completion of Work</u>. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California.

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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. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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.

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- 5.4. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:

IF TO CITY:

Iteris, Inc. 1250 S. Capital of Texas Highway Suite 330 Austin, TX 78746

77 Fair Drive Costa Mesa, CA 92626

Tel: (949) 270-9647 Attn: Steven Bradley, P.E. Tel: (714) 754-5184 Attn: Ramin Nikoui

City of Costa Mesa

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Regional Vice President

Courtesy copy to:

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

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. <u>Governing Law</u>. 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. <u>Assignment</u>. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- 6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

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Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 6.13. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000 (formerly 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 7924.510 (formerly 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.
- 6.16. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- 6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.18. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.20. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.21. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.22. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.23. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.24. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.25. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.26. <u>Waiver</u>. 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

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this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 6.27. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.29. <u>Corporate Authority</u>. 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.

Signature	Date:	
[Name and Title]	_	
CITY OF COSTA MESA		
Lori Ann Farrell Harrison City Manager ATTEST:	_ Date:	
Brenda Green City Clerk	_	
APPROVED AS TO FORM:		
Kimberly Hall Barlow City Attorney	Date:	
APPROVED AS TO INSURANCE:		
Ruth Wang Risk Management	Date:	

CONSULTANT

APPROVED AS TO CONTENT:	
Ramin Nikoui Project Manager	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Director of Public Works	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Finance Director	Date:

EXHIBIT B CONSULTANT'S PROPOSAL



Iteris' Response to Request for Proposal:

ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES

RFP No. 25-01

Submitted to:



Submitted by:

iteris

11477-169.25 July 30, 2024





COVER LETTER

July 30, 2024

Mr. Raja Sethuraman, PE
Public Works Director
City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626

RE: ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES - RFP NO. 25-01

11477-169.25

Dear Mr. Sethuraman:

At Iteris, Inc. (Iteris), we leverage our specialized expertise to implement innovative solutions that assist government agencies and municipalities in reducing congestion, enhancing system reliability, improving mobility and safety, and fostering thriving communities. We are pleased to submit the enclosed response to the Request for Proposal (RFP) to provide Traffic and Transportation Engineering Staff and Program Management Services to the City of Costa Mesa.

Iteris is a transportation engineering firm with a focus on traffic engineering, traffic signal systems, Intelligent Transportation Systems (ITS), and transportation planning. Our team offers valuable insights in the design, evaluation, and operation of intersections and arterials, aiming to enhance the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris proposes Mr. Shirjeel Muhammad, PE, as Project Manager. He will be the principal contact with the City and other entities per the City's direction. This project will be managed from our local Santa Ana office, 5.1 miles from your City Hall.

Iteris Local Office:

1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92708

(949) 270-9400

Project Management Team – Trusted Leadership!



Mr. Muhammad is well known in the Traffic/Transportation industry and in fact previously served the City for about three years. He is extremely knowledgeable and well aware of the City internal procedures and processes as far as the workings of the Transportation Services Department. He was directly involved in many design, operations, and CIP projects for the City including coordination with County, State, and Federal agencies for grant facilitation. He will oversee quality control, compliance with procedures, and management and coordination of Transportation/ CIP projects.

Thank you for the opportunity to submit our proposal. Iteris accepts the terms and conditions of the sample contract as-is. Iteris looks forward to assisting the City of Costa Mesa on this important assignment. Please contact me at (949) 270-9647 or sbradley@iteris.com, or the designated Project Manager, Mr. Shirjeel Muhammad, at (951) 821-8105 or smuhammad@iteris.com, should you have any questions.

Sincerely,

Iteris, Inc.

Steven Bradley, PE

Regional Vice President

Mobility Consulting Solutions

BACKGROUND AND PROJECT SUMMARY

We understand that due to the current staff workload, the City is in need of staff augmentation from a reputable and experienced professional traffic/transportation engineering firm. We will assign licensed Traffic/Civil engineers to be present at the Transportation Services Division in the City Hall during work hours to help the division manage several ongoing and planned contracts as related to transportation improvements citywide.

Iteris Meets the Minimum Requirements. We certify, per the City's Minimum Requirements (RFP pg 3) and Evaluation Criteria (RFP page 7), that we comply with the required qualifications and expertise. Iteris staff have complete understanding, competency and expertise in all areas and documents required in the RFP. As such, our staff will be working in-person at City Hall.

Iteris proposes to have Shirjeel Muhammad as our Project Manager. He will be involved in every task order, mobilizing the necessary team resources to complete each task successfully to the City's satisfaction within budget and on schedule.

With extensive experience working with multiple agencies (Riverside, Rialto, Costa Mesa, Yorba Linda, Orange, Manhattan Beach. South Pasadena). Mr. Muhammad has a proven track record of completing projects on schedule and within budget. He understands what it takes to work in the Transportation divisions of municipal agencies in Southern California.

METHOD OF APPROACH

1. PROJECT APPROACH AND METHODOLOGY

Iteris has a strong track record of successfully administering and delivering traffic and transportation projects. The methodology outlined in this section is designed to make our clients' jobs easier by meeting or exceeding the project's goals and objectives. Our approach focuses on identifying small issues before they escalate, maintaining clear communication with all parties involved (clients, stakeholders, consultants, etc.), developing well-thought-out solutions, and executing them with close monitoring by our Project Manager. This approach has proven effective in measuring progress, anticipating problems, quickly reacting to changes in project requirements, and maintaining schedule integrity. Our project management process includes checks and balances that have led to a successful track record on similar on-call assignments. Iteris' project management objectives include:

- Providing a comprehensive technical description and work definition for the entire project;
- Developing a viable cost and schedule reflecting planned performance;
- Establishing a control system to provide status information to the project team;
- Identifying problem areas early and planning corrective actions to mitigate issues; and
- Ensuring thorough documentation through an effective QA/QC Control process.

On-Call Assignment Approach

Iteris is very familiar with this type of work as we serve as the extension of staff for several agencies including the cities of Laguna Woods, Irwindale, Pasadena, and Anaheim.

Our staff's familiarity with the City and its extensive resources enable us to hit the ground running. As part of our engineering services, we have assembled a team with expertise in managing and overseeing CIP, coordination of federal and state funded projects, traffic design, and ITS projects. For any task order for the City, Iteris will:

- Consult with City engineering staff on project goals, requirements, and any identified issues;
- Provide regular assignment status updates to City staff; and
- Review project documentation, plans, reports, etc.
- Work with funding agencies to coordinate project approvals and process grant requirements

Program Management

As seasoned program managers, Iteris staff can manage grant-funded projects from start to finish, ensuring that all documentation requirements are met and the project is completed within funding constraints. With a history of serving as extensions of staff through on-call assignments. Iteris staff have a comprehensive understanding of the municipal budgeting process and can assist in annual and Capital Improvement Program (CIP) budgeting. Iteris will:

- Develop Requests for Proposals (RFPs)
- Manage other Design consultant contracts
- Prepare Grant reimbursement paperwork
- Coordination with other departments

- Develop Requests for Bids (RFBs)
- Provide Construction oversight
- Review Plans, Specifications, & Estimates
- Attend/Conduct Outreach meetings
- Review invoices from contractors

- Manage Grants (Federal/State/Local)
- Assist with day-to-day traffic operations (e.g. over the counter Citizen's concerns etc.)
- Meet with Commissions/Council

The City has several pending locally-funded and federally-funded Capital Improvement Program (CIP) projects, some of which are underway. We are ready to immediately take over and manage the following projects as identified in the RFP:

- Fairview Road Active Transportation Improvements (federally funded)
- Adams Avenue Active Transportation Project Multipurpose Trails (federally funded)
- Fairview Road Belfast Avenue Traffic Signal Design
- Signal Modernization for Systemic Safety Improvements (federally funded)
- Mesa Drive Santa Ana Avenue Bicycle Facility Project
- Mesa Verde Drive East & Peterson Place Bicycle Facility Project

Iteris staff supplements traffic engineering divisions at various levels for many cities throughout Southern California. In this capacity, Iteris staff are familiar with the hectic pace of working at a City. Iteris staff understand the urgency of a request from a constituent, councilmember, or City Manager's office, and can appropriately prioritize their time to ensure the requests are addressed quickly without slowing progress on other ongoing tasks and projects. For specific requests, such as those from the City Attorney or City Clerk (e.g. public records), Iteris staff understand the tight deadlines in terms of a required response and can provide thorough and comprehensive analysis within the specified timeframe.

2. SCOPE OF WORK HIGHLIGHTS

Iteris has extensive, relevant experience in traffic and transportation engineering, and has worked with numerous agencies throughout Southern California, including the Cities of Newport Beach, Santa Ana, Irvine, and neighboring coastal communities. Projects range from planning and design to the implementation of Active transportation systems as outlined below:

- Signal System Selection, Design, Deployment, **Operation and Coordination**
- Bicycle Lane Design
- **Bulb-outs Design**
- Intersection Modifications
- Lighting Design
- Parking Design

- Pedestrian Crosswalk Enhancement
- Road Widening/Realignment
- Traffic Circles Planning/Design
- Traffic Control Plans
- Training and Research
- Warrant Studies
- Non-signalized controls

Proactive Traffic Signal Monitoring

The goal for a proactive approach is to identify and resolve issues before they become an inconvenience to residents. Some tasks include:

- Manage the City's Centracs traffic signal system and video detection camera systems during peak periods and special events.
- Ensure detections are working properly for all intersections by monitoring Flags in Centracs.
- Implement minor timing changes promptly to address immediate concerns.
- Notify City and signal maintenance contractor of hardware malfunction.
- Submit monthly reports to the City that summarize the specific signal changes made.

Traffic Signal Operations Oversight

Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris has coauthored the industry-standard FHWA Traffic Control Systems Handbook and has assisted multiple agencies throughout the U.S. in the development of signal operation standards.

Iteris has been assisting numerous agencies with TMC operation and city-wide signal management for the day-to-day operations and special events. Iteris has had the privilege of working on more than 35 Regional Traffic Signal Synchronization Program (RTSSP) projects including Harbor Boulevard. Iteris is well-prepared to assist the City with the following as-needed services:

- Review and oversee ongoing Traffic Signal Synchronization Program (TSSP-Project P)
- Review and oversee Regional Capacity Program (RCP-Project O)
- Maintain signal timing parameters per CA-MUTCD (flashing-don't walk, yellow change interval, etc.)
- Monitor and fine-tune traffic signal synchronization and progression especially along two key corridors in the City - Harbor Boulevard and Fairview Road.
- Respond to residents' request on signal operations
- Prepare and implement traffic responsive or "flush" timing plans during special events
- Prepare or review signal timing sheets; which may require data collection and field observations
- Implement and fine-tune signal timing for new or modified signals
- Prepare additional traffic signal timing plans beyond Time-of-Day (TOD) plans as needed

Traffic Engineering Design Reviews

Iteris has extensive experience in preparing and/or reviewing all stages of design development from signal system analysis to evaluation and master planning, hardware selection, to development of detailed Plans, Specifications, and Estimates (PS&E) for the following disciplines:

- New traffic signal installation
- Traffic signal modifications
- Signing and striping
- Street lighting
- Work area traffic control

- Traffic signal interconnect (twisted-pair copper, fiber-optic and/or wireless)
- Intelligent Transportation System (ITS) (e.g. CCTV cameras and video detection)

For the project types listed above, Iteris will oversee:

- Identification of early utility conflicts and avoiding contract change orders during the construction
- Completion of design projects including plans, specifications, and engineer's estimate
- Coordination with other agencies as required.

Iteris is fully familiar with the City's traffic design standards and methodology. Design parameters will conform to the latest guidelines of the California Vehicle Code, Caltrans Standard Plans and Specifications, Highway Design Manuals (HDM), Federal and California Manual on Uniform Traffic Control Devices (MUTCD), and all other applicable local, county, state. and federal policies, guidelines, codes and regulations.

Transportation Planning

Iteris has extensive, relevant experience in performing traffic and transportation studies throughout Southern California. Some of the project types include:

- Bus Rapid/Light Rail Transit
- **Corridor Studies**
- Demand Modeling/Forecasting
- General Plan Circulation Elements
- Geographic Information Systems (GIS)
- **Goods Movement**
- Infrastructure Planning Studies •
- Master Plan Development
- Microsimulation
- Multi-Modal Planning Studies
- **Active Transportation Projects**

- Neighborhood Traffic Impacts
- Non-Motorized Planning
- Parking Studies
- Policy Analysis Land-Use Planning
- Strategic Transportation Plans
- **Traffic Impact Studies**
- **Traffic Operations Analysis**
- Transit Planning
- Transportation Finance
- Vehicle miles traveled (VMT) Analysis
- **Bicycle Facilities**

Iteris is prepared to support the City with transportation planning studies prepared by the City contracted consultants. We would provide oversight of:

- Project scoping and coordination with City and consultant(s)
- Data collection (counts, field review)

- Appropriateness of trip generation and distribution
- Deficiency identification and mitigations

Warrant Analysis

Iteris is prepared to perform or review, as needed, the following warrant analysis and engineering studies:

- Traffic signal
- Left-turn phasing
- Flashing Yellow Arrow
- Stop (TWSC, AWSC)

- Crosswalk
- Speed hump
- Line-of-sight analysis

City Representation

Iteris is prepared to represent the City or accompany City staff and/or City officials to meetings or presentations to provide support on any traffic engineering related issues. Meetings may include:

- City Council
- Committee (e.g. bikeway and walkability)
- Public outreach

- Private developers or consultants
- **OCTA Traffic Forum**
- Development Review Committee (DRC)

Safety Monitoring

Traffic safety assessments typically involve the review of recent accident history. Iteris will develop collision diagrams to identify the locations of accidents by type, frequency, and cause and identify the locations where field observations are necessary. The types of measures that may be implemented to reduce safety concerns range from signing and striping changes, signal modifications, geometric changes, lighting enhancement, removal of sight distance impairments, speed limit modifications, traffic calming measures, and other types of traffic control measures.

Citywide E&TS Renewal

If requested by the City, Iteris will prepare solicitations or conduct additional engineering and traffic surveys to determine roadway speed limit changes in accordance with California Vehicle Code (CVC) and CA-MUTCD. The following data will be collected and considered when establishing/evaluating speed limits:

- Prevailing speeds, or 85th percentile speed
- Collision history

- Traffic Safety Corridor designations
- Highway, traffic, and roadside conditions that are not readily apparent to drivers

Site Circulation Review

If requested by the City, Iteris can review site access and circulation-related characteristics of any proposed project. Elements of this evaluation could include:

- On-site circulation sizing (i.e., basic internal network, drive aisle widths and lengths, and orientation)
- Driveway locations on bordering arterials
- Traffic control/limitations at site access points, and key internal locations including spacing, sight line characteristics, left-turn provisions, right-turn in/out restrictions, and auxiliary lane needs
- Service/delivery configuration and on-site truck circulation
- Path of travel

Review Of Parking Studies

Should the City request Iteris to complete a review of a parking studies, Iteris is prepared to complete the following tasks:

- Identify prevailing parking issues and concerns
- Conduct visit to site area and review existing on-site conditions
- Review the parking analysis for the proposed project as per the City parking requirements and ULI
- Review parking forecasting methodology
- Review parking demand/supply analysis

Grant-Writing Services

As part of our transportation planning and engineering practice, Iteris staff have provided Grant Writing/ Management services for our clients for over 20 years. Our staff have completed all components of federal and state grant applications such as graphics, narrative, technical data analysis, benefit-cost analyses (BCA) and BCA memo documentation, while on some grant applications we also provide narrative or BCA components. We offer strategic grant pursuit and management services to allow our clients to maximize their efforts to obtain grant resources. Since 2022, Iteris staff have successfully authored state and federal grant applications totaling \$241 million in awards.

Construction Support, Administration and Management Services

We will provide construction management assistance by serving as an extension of agency staff, directly interfacing with third-party contractors. Iteris ensures that projects are deployed according to plans and specifications, on schedule, and within budget. In recent years, we have successfully provided construction support to numerous agencies, including the cities of Orange, Yorba Linda, Gardena, Rancho Palos Verdes, Oxnard, Corona, Long Beach, Fountain Valley, Westminster, San Mateo, and San Marcos. Our support activities include:

- Attendance at pre-bid/pre-construction meetings
- Assistance with the bid process, selection, and •
- Responding to requests for information (RFIs)
- Review/Approve submittals and shop drawings
- On-site construction support

- Preparation of record drawings based on contractor red-line as-built drawings
- Review contractors' change order requests
- Review and approve final punch lists
- Traffic signal timing setup and intersection start-up

Other Traffic/Transportation Engineering-related Tasks

Evaluate and Implement Intelligent Transportation Systems (ITS) Technologies

Iteris staff are experts with the development, implementation and operation of ITS technologies. This starts with an overview analysis of the City's existing conditions and the long-term goals. Iteris will always ensure that the City's needs are met as well as the needs for future plans such as Autonomous Vehicles and Connected Vehicles and how this impacts the infrastructure needs. Iteris provides agencies with innovative and cost-effective approaches to the design and implementation of ITS field elements, communications networks, traffic management systems and TMC. Iteris produces complete PS&E packages for CCTV cameras, DMS, detection, information distribution, and TMCs and communications networks. Iteris has designed communication networks comprised of fiber optics, twisted pair cable, spread spectrum and up to 1.4GB microwave wireless communications.

Training Courses

Iteris developed advanced traffic signal operations training courses for National Highway Institute (NHI), the teaching branch of the FHWA. Iteris developed the training course Systems Engineering for Signal Systems Including Adaptive Control for NHI and provides training for agencies throughout the country. This course focuses on utilizing disciplined system engineering principles to develop core documents used to procure adaptive system software. Iteris staff can provide inhouse training to City staff tailored to the City's needs, which might include:

- Latest traffic engineering standards (e.g., CA-MUTCD)
- Traffic signal and stop warrants criteria
- Traffic signal design criteria
- ATMS (Centracs)

- Traffic signal operations
- Traffic signal timing and coordination
- Communications (fiber optics, Ethernet technology)
- System integration and troubleshooting

3. EFFECTIVE REPLACEMENT OF ASSIGNED PERSONNEL

The proposed key personnel will be available to the extent necessary for the duration of the project. In the event a change of key personnel is required. City will be notified in writing. Under Shirieel's directions, our Traffic Engineers Ted Huynh and Arthur Changrakrit will work at the City to ensure uninterrupted coverage for day-to-day Traffic operations.

QUALIFICATIONS & EXPERIENCE OF THE FIRM:

RFI EVANT EXPERIENCE

Iteris is well known within the industry and has a long history of successful projects similar in scope for numerous California agencies. With a proven track record of on time, within-budget performance, Iteris encourages the City to verify the references provided in Section 5- Current and Previous Contracts and also the Company Profile and Reference form in Appendix A. Iteris has initiated over 1,000 ITS/Engineering and Planning projects within the last five years for a wide range of public and private entities including local agencies, counties, MPO, and Caltrans. Approximately 70% of these projects represent repeat clients - a testament to Iteris' ultimate goal of client satisfaction.

2. PROPOSED FIRM QUALIFICATIONS EXPERIENCE

Detailed information of Iteris' firm qualifications is provided in subsection 5. Current and Previous Contracts.

3. FIRM CORPORATION

Iteris, Inc. (Iteris), has been the market leader in smart mobility infrastructure management since 1987. With offices across the US, Iteris' 460+ staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance, minimize traffic congestion, enhance safety, and empower Iteris clients with solutions to better manage their transportation networks.

Iteris team members are experts in the fields of transportation planning, traffic engineering, and ITS.

Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation planners, transportation engineers, systems engineers, system integrators, and software engineers to offer an unmatched combination of

Name of Corporation: Iteris, Inc.

Corporate office street address, city, state, and zip code:

1250 S Capital of Texas Hwy, Bldg 1, Suite 330, Austin, TX 78746

State where incorporated: Delaware

Date of incorporation: 1987

Local office address, city, state & zip:

1700 Carnegie Avenue, Suite 100, Santa Ana. CA 92705

Date local office opened its doors for business: October 1, 2007

talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information.

Officers of the Corporation:	
Joe Bergera	Chief Executive Officer and President
Kerry Shiba	Senior Vice President and Chief Financial Officer, Treasurer and Secretary
Todd Kreter	Senior Vice President and Chief Technology Officer
Will Cousins	Senior Vice President and Chief Product Officer
Khristine Arakaki	Assistant Secretary

4. PARTNERSHIP OR JOINT VENTURE

Iteris is not a Partnership or Joint Venture.

5. CURRENT AND PREVIOUS CONTRACTS

Iteris' extensive traffic engineering, transportation planning, and ITS experience are demonstrated by the projects are summarized in **Table 1**. Many of these projects involved the same, or substantially similar work to what is anticipated in this contract with the City of Costa Mesa. All of the projects listed in table are on-call contracts, where the nature of the work may vary from day to day, and from week to week. Iteris has wide experience and depth of expertise to address varying types of projects seamlessly and efficiently for the City.



Table 1 – Project Qualifications Matrix

PROJECT NAME AND LOCATION	Ongoing On-Call	Traffic Signal Design	Operations	Intelligent Transportation Systems (ITS)	HSIP	Traffic Signal Synchronization (TSSP)	Capital Improvement Program (CIP)
On-Call Traffic and Transportation Engineering Services – Yorba Linda, CA	•	•	•	•	•		
On-Call Transportation Engineering – Buena Park, CA							
Pasadena Traffic Management Center (TMC) Staffing for Special Events –Pasadena, CA	•					•	
On-Call Professional Engineering Services for Traffic/Transportation Engineering – Newport Beach, CA	•	•		•	•	•	
On-Call Engineering and Professional Consulting Services, Traffic Engineering - Corona, CA	•	•				•	
On-Call Professional Consulting Services – Seal Beach, CA	•	•		•		•	
OCTA On-Call Traffic Engineering Services - Orange County, CA	•		•	•		•	
Traffic Signal Management Services – Lake Forest, CA	•	•				•	
Traffic Engineering Services – Laguna Woods, CA	•	•		•		•	
On-Call Traffic and Transportation Engineering Services – Diamond Bar, CA	•	•	•	•		•	•

Iteris has been a crucial partner in managing traffic management centers (TMCs) across various cities. Their services include on-site TMC staffing for Santa Monica as well as remote staffing for Westminster, Fountain Valley, Cypress, Long Beach, and Corona. Iteris also supports the City of Anaheim during major events, including professional baseball and hockey games, large concerts, conventions, not to forget busy seasons at Disney theme parks. Additionally, Iteris staffs the Pasadena TMC during sporting and concert events at the Rose Bowl.

Project Qualifications

On-Call Traffic Engineering Services – City of Yorba Linda, CA (2016 – 6/2024)

Reference: Tony Wang, Traffic Engineering Manager, City of Yorba Linda, (714) 961-7170, twang@yorbalindaca.gov

Iteris' Proposed Project manager Shirjeel acted as the traffic engineer for the City for last 3 years. He oversaw day-to-day operations including:

- Citizen's requests
- PS&E reviews
 - Yorba Linda Boulevard
- Construction Bid Documents
- Construction Inspection
 - Bastanchury
- Traffic Operations
 - On-site Circulation
 - Off-site Circulation
 - Timing adjustments
 - Alternative Communications
- Transportation Planning
 - Traffic Studies
 - Management of Traffic
- TSSP program management
 - o Rose
 - Yorba Linda
- Traffic Signal Maintenance contract.

On-Call Transportation Engineering – City of Buena Park, CA (12/2015 – 6/2019)

Reference: Mina Mikhael, P.E, Director of Public Works/City Engineer, City of Buena Park, (714) 562-3670, mmikhael@buenapark.com

In July 2015, the City initiated a new approach to managing transportation issues and determined that future transportation engineering services would be more efficiently provided by consultants rather than City staff.



Iteris provided **on-site staffing** four days per week, functioning as an extension of City staff and participated in interdepartmental meetings on new developments and initiatives. Iteris staff also reviewed plans for new developments and temporary construction closures. represented the City at County-level meetings, coordinated maintenance responsibilities with the City's traffic signal maintenance contractor, and addressed traffic inquiries from City Councilmembers and residents. Furthermore, Iteris staff provided training and education to City staff so they can be well-versed in the full capabilities of the City's TMC and signal system. Iteris staff also attended City Council and Transportation Commission meetings on behalf of the City, speaking to projects and specific items under consideration. Last, Iteris staff prepared and submitted a grant application for the Caltrans Active Transportation Plan (ATP) Cycle 3 call for projects for a Safe Routes to School (SR2S) project. The grant application was selected by OCTA for funding via the County's Measure M sales tax measure, and Iteris worked with the City to fast-track funding and completion.

Pasadena Traffic Management Center (TMC) Staffing – City of Pasadena, CA (8/2015 – Ongoing)

Reference: Alberta Felix, Traffic Engineering, City of Pasadena, (626) 744-6662, afelix@cityofpasadena.net

The City's DOT operates over 340 traffic signals in its TMC via a highly sophisticated Traffic Control System (TCS) that automates and adapts to all motorized and non-motorized moving traffic occurring within city streets, thus providing the most logical and efficient mobility strategies 24-hours a day to maintain the City's traffic signal network. The TMC is equipped with an extensive fiber optics communication system that allows City staff to view traffic operations at key locations.

Thus, allowing the system to adapt and modify traffic operation plans as necessary to alleviate traffic flow demands. The TMC's TCS and the Special Events Unit of the Pasadena Police Department share the responsibility of managing transportation mobility during all Rose Bowl Stadium and city street events.

Iteris serves as an extension of the City's staff in their TMC during special events at the Rose Bowl. These events include the UCLA football home games, concerts, festivals, soccer games, and the Rose parade and game during the New Year, Iteris staff involvement begins with the planning meetings led by the Pasadena Police Department of each special event and ends with a recap of the event, including any potential improvements noted. During the event. Iteris staff



has access to the City's CCTV cameras, video detection cameras, signals on the City's Transparity and SCATS central system, CMS signs, and all hardcopies of the timing sheets.

In addition to monitoring the traffic in and out of the Rose Bowl, in the TMC and occasionally in the field, Iteris staff will confirm that the appropriate event timing plans are in operation as programmed; adjust necessary timing based on observations and as requested by the field officers; and conduct other timing tasks, as directed by City staff, in between the inbound and outbound peaks. Due to the great success of the special event staffing by Iteris, the City renewed the contract for an additional three years. An Operations Manual was developed and updated throughout this project to ensure all staff provide the same quality of support during each event.

On-Call Professional Engineering Services for Traffic/Transportation Engineering – City of Newport Beach, CA (2003 - Ongoing)

Reference: Brad Sommers, Senior Civil Engineer, City of Newport Beach, (949) 644-3326, BSommers@newportbeachca.gov



Iteris has been providing on-call engineering services to the City of Newport Beach since 2003. In general, the work performed under this on-call includes development of plans, specifications, and estimates for traffic/transportation engineering projects, traffic-related studies, signal timing and coordination, conceptual designs, cost estimating and value engineering. transportation impact studies, traffic calming studies, traffic control plans, record drawings, traffic signal system monitoring, operations, and maintenance, compliance review, and grant applications. During this period, Iteris has provided an array of services through multiple task orders under the on-call contracts.

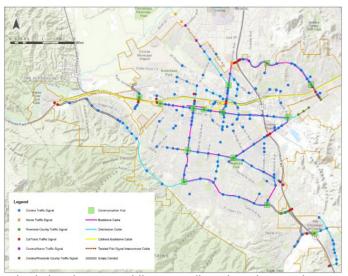
A highlight of these services include:

- West Balboa Blvd Fiber Optic Upgrade Project Iteris provided ITS design services to install fiber optic cable along Balboa Blvd between River Avenue and 32nd Street. This project will allow for a direct fiber connection between the signals on the Peninsula and City Facilities back to the Traffic Management Center in City Hall. The project used an existing conduit along the corridor and replaced the existing wireless radio.
- Balboa Blvd Traffic Signal Rehabilitation Project -Iteris provided traffic engineering and ITS design services for the Balboa Blvd Rehab Project. The project consisted of modifications to three traffic signals along Balboa Blvd at 22nd St, 21st, and Main St, fiber optic design between Palm St and Main St, a Changeable Message Sign at 29th Street, and two overhead sign bridge designs.

- Balboa Blvd Crosswalk Enhancement Project –
 Iteris provided traffic engineering design service to
 upgrade two existing pedestrian beacon signals at 13th
 St and 14th St. The design consisted of replacing the
 existing poles with LED signage, corner bulbouts for
 new mast arm poles, controller cabinet in median with
 override switch, and conductors in conduit for hardwired
 service.
- Balboa Peninsula Parking Management Plan Iteris developed a parking management plan to assist the City with managing season tourism in the Balboa Peninsula. This work included development of recommendations for improvement and several public workshops to solicit community input. Iteris reviewed all existing parking and policies and made prioritized recommendations for improvements which the City is currently implementing.
- Pedestrian Signals & Rectangular Rapid Flashing Beacons (RRFB) – Iteris prepared design documents for two RRFB intersections: East Bluff Drive at the High School Driveway and Via Lido at Via Oporto. The design implemented wireless and solar RRFBs, including solar powered safety lighting. The design included lighting analysis, signage and striping, and ADA curb ramp upgrades.
- Traffic Flow Optimization Project Iteris developed citywide optimized signal timing plans at the City's 92 signalized intersections. Work also included coordination with 33 Caltrans-owned intersections. Work also included identification of low to medium cost improvements at some of the City's worst operating intersections, as well as identification of advanced technologies to monitor and managed traffic more efficiently.
- Traffic System Master Plans, Phases 1-8 Projects Iteris prepared the City's traffic system master plan which laid out the City's plan for implementing communications improvements, ITS improvements, and general traffic signal equipment improvements citywide. Iteris followed up with the City to deliver designs for all eight phases outlined in the master plan, assisting the City in realizing the goals developed in the master plan. Work also included the development of Citywide traffic signal coordination. Iteris supported the implementation of all design and synchronization work from the City's TMC and also trained City of Newport Beach staff on the management of their new systems and timing.

On-Call Engineering and Professional Consulting Services, Traffic Engineering – City of Corona, CA (2019 – Ongoing)

Reference: Aaron Cox, Associate Engineer - Traffic, Public Works, City of Corona, (951) 279-3515, Aaron.Cox@CoronaCA.gov



Iteris has been providing on-call engineering services to the City of Corona since 2019. In general, the work performed under this on-call included the preparation of traffic control plans, specifications, and bid documents, traffic studies and analysis, signal timing and optimization, ITS design, signage and striping design, traffic impact studies, and serving as City representative as needed. During this period, Iteris has provided an array of services through multiple task orders under the on-call contracts. A highlight of these services include:

- Georgetown and Bedford Signal Installation Project

 Iteris provided design, signal timing, and construction support for the project which improved the intersection at Georgetown and Bedford. Iteris was responsible for the design of the new traffic signal, video detection, street lighting, rewiring, flashing yellow arrow operation, new fiber optic communications, and improved signal timing. The work also included upgrading ADA curb ramps, median porkchops, and providing signage and striping updates. Iteris supported both the design and construction phases of this project.
- Various On-Call Traffic Studies and Transportation
 Analysis Services Iteris performed several traffic engineering, modeling and analysis tasks for the City of Corona since the completion of the General Plan Update. These projects consisted of the analysis of various roadways using the City's travel demand model.

TECHNICAL PROPOSALTTACHMENT MESA

- Specifically, the work included:
 - Analysis of changes in traffic on Foothill Parkway with different roadway connections to Foothill
 - Analysis of the impacts on traffic flow of turn restrictions at various locations within the City
 - Analysis of changes to the ramp configurations at SR91/Promenade Avenue interchange
 - Analysis of changes to ramp configurations at various interchanges due to the implementation of the Mid-County Corridor
 - Preparation of model build-out volumes at different locations in the City; these are used for traffic studies for proposed development projects
- Retrofit of Current Dynamic Message Sign (DMS)
 Technology Iteris provided ITS design services to retrofit and upgrade the eight (8) existing dynamic message signs at five (5) locations throughout the City. Iteris provided specs for different sign vendors, pole modification details, sign mounting details, and sign installation plans including wiring, communication, and power.
- Traffic Management Center Video Wall Upgrade –
 Iteris assisted the City in the design development and installation to upgrade the City's existing TMC video wall. This project provided the city with a complete demolition of existing BARCO cube wall video wall system and recycling of aluminum wall structure installed 15+ years ago. Replacing it with a new 4x2 55" LCD video wall replacement. Iteris assisted City staff in closing the existing wall opening for new video wall installation.

On-Call Traffic/Transportation Engineering Services – City of Seal Beach, CA (2019-Ongoing)

Reference: Iris Lee, Deputy Public Works Director/City Engineer Public Works Department, City of Seal Beach, (562) 431-2527 Ext. 1322, ilee@sealbeachca.gov

Iteris has been providing on-call engineering services to the City of Seal Beach since 2019. In general, the work performed under this on-call includes review of traffic control plans and traffic signal improvements.

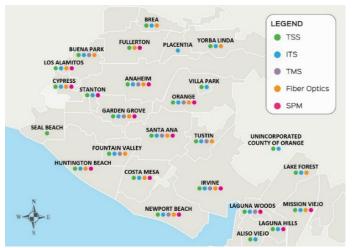
Other services include development of plans, specifications, and estimates for traffic/transportation engineering projects, traffic-related studies, signal timing and coordination, conceptual designs, cost estimating and value engineering, transportation impact studies, traffic control plans, record drawings, traffic signal system monitoring, operations, and maintenance, compliance review, and grant applications. During this period, Iteris provided many services through multiple task orders under the on-call contracts.

A highlight of these services include:

- Special Event Traffic Control Plan Review In coordination with special event coordinators, Iteris provided traffic control plan review for a special event in the City. Iteris reviewed additional traffic control plans developed by others for annual events.
- Local Signal Synchronization Plan Iteris provided traffic signal recommendations to be included in the Plan which serves as a basis for the City's grant application effort. Improvements were based off our knowledge of the City's infrastructure and the City's goals to improve operations and safety citywide. The LSSP document was used to make the City eligible for future traffic signal synchronization funding.
- Traffic Signal Recommendations and Design Iteris
 has provided traffic signal recommendations and design
 (PS&E) for various signal improvements around the
 City. The projects included new traffic signal cabinets,
 deployment of battery backup systems (BBS), new
 traffic signal controllers, and improved detection. The
 Design also included new ADA pedestrian ramps at
 locations that were not currently compliant. The traffic
 signal improvements placed the City in a better position
 for improved traffic signal maintenance and future
 communication upgrades.
- Stop Sign Policy Iteris staff developed a stop sign policy for the City of Seal Beach that is consistent with the CAMUTCD, CVC, and City's Municipal code. The policy is used to help field numerous requests for stop signs.
- System Integration and Support Iteris provided system integration services to assist the City with installing GPS clocks at intersections along Westminster Blvd. These improvements allowed the City to keep their traffic signals along Westminster in step with the OCTA Westminster TSSP project.
- Fiber Communication upgrades projects Iteris has coordinated with the City to prioritize traffic signal communication upgrades. Iteris provided fiber installation PS&E for traffic signals along Lampson Avenue and on Ocean Avenue to connect traffic signals and City IT services.

OCTA On-Call Traffic Engineering Services - Orange County, CA (01/2008 – Ongoing)

Reference: Alicia Yang, PE, Program Manager III, OCTA, (714) 560-5362, ayang@octa.net



Iteris has been retained by the Orange County Transportation Authority (OCTA) since 2008 (re-selected as the highest ranked firm in 2012 and then again in 2015) for a multi-year on-call contract to provide traffic signal engineering and regional synchronization services throughout the County. As part of the on-call contract, Iteris has been tasked with providing the following services:

- Design and installation of communication system (Ethernet-over-copper, fiber optics, and/or wireless)
- Traffic signal controller hardware and software implementation
- Central traffic signal system installation and integration
- Traffic Management Center (TMC) upgrade
- Installation of GPS units at State-owned intersections
- Detailed vehicular, pedestrian, and bicycle data collection
- Signal synchronization analysis to provide weekday (AM, MD, PM) and weekend coordination timing plans
- Signal timing implementation at agencies' TMC
- Observations of new timings in the field and finetuning of timings at agencies' TMCs
- Operation and maintenance support
- A sampling of recent projects may be provided upon request.

Traffic Signal Management Services– City of Lake Forest, CA (7/2021 – Ongoing)

Reference: Tran Tran, PE, Traffic Engineering Manager, City of Lake Forest, (949) 461-3485, ttran@lakeforestca.gov

Iteris is providing traffic signal operation and management services to the City of Lake Forest. One of the main duties are to operate and maintain all the traffic signals within the City, including:

- Traffic signal communication system master plan and IP schematic
- Communication system expansion, operation monitoring, switch configuration, and system troubleshooting
- Verify all timings are programmed correctly and that all traffic signals are in good working order
- Review scheduled operations on the central traffic signal system to automatically perform a variety of
- maintenance tasks
- Report traffic signal problems and malfunctions to the City's signal maintenance contractor
- Assist the City in resolving traffic signal control complaints
- Investigate and recommend to the City improvements such as signal phasing, equipment upgrades and
- significant timing adjustments
- Coordinate with contractors and modify signal timings due to roadway constructions

On-Call Traffic Engineering Services – City of Laguna Woods, CA (4/2012– Ongoing)

Reference: April Baumgarten, Public Works Administrator, City of Laguna Woods, (949) 639-0568, ABaumgarten@cityoflagunawoods.org

Iteris provided traffic engineering services to the City of Laguna Woods. One of the main duties were to operate and maintain all the traffic signals within the City, including:

- Monitor traffic signal operations in real-time and make timing adjustments as necessary to maintain good traffic progressions
- Review scheduled operations on the Centracs traffic signal system to automatically perform a variety of maintenance tasks
- Set up Centracs to automatically gather and store historical data and real-time information of traffic signal operations

Other traffic engineering services provided included:

- Prepared two successful grant applications, one for El Toro Road RTSSP and one for Moulton Parkway RTSSP
- Made presentation at the Public Safety Committee Meeting
- Submitted monthly update of operational compliancy for two red-light enforcement intersections

On-Call Traffic and Transportation Engineering Services – City of Diamond Bar, CA (7/2004 – 2026 (Ongoing)

Reference: Christian Malpica, Associate Engineer, City of Diamond Bar, (909) 839-7000, cmalpica@diamondbarca.gov

Iteris is currently providing citywide traffic signal operations and on-call traffic engineering services for the City of Diamond Bar. Iteris' staff has been providing ITS design and integration support and is currently assisting the City in their quest to implement an adaptive traffic management system. Mr. Bernard K. Li, EE, TE, PTOE, a resident of Diamond Bar since 1992, has also acted as a Traffic Engineering consultant for City of Diamond Bar for over 13 years. Iteris' staff have provided numerous traffic engineering services to the City:

- Citywide traffic signal operations and monitoring via VPN access to the City's TransSuite traffic signal system, including responding to residents' request for timing check
- Performed citywide traffic signal timing and coordination
- Adaptive system selection support
- Traffic signal timing preparation and implementation at various newly installed or modified signals
- Adjusted signal timing before, during and after roadway construction to minimize the impact of traffic congestion due to lane closures.
 Oftentimes, timing adjustments were conducted during late night hours and early morning hours for nighttime construction.
- City TMC staffing during construction, incidents and off-hours.
- Traffic Signal and ITS Infrastructure Upgrade Phases Design
- Communications/ITS equipment troubleshoot and repair to ensure all traffic signals, CCTV, video detection, battery backup systems are online
- City's traffic engineering advisor for Alameda Corridor East – Brea Canyon Grade Separation project

TECHNICAL PROPOSALTTACHMENT MESA

- City's traffic engineering advisor for Caltrans 57/60 HOV project
- City's traffic engineering advisor for the Los Angeles County Pomona Valley ITS project
- Traffic signal modification design at over 10 intersections
- New traffic signal installation and interconnect design at various intersections
- Neighborhood traffic management plan design and construction support
- Traffic management and circulation analysis for Quail Summit Elementary School, Lorbeer Middle School, Chaparral Middle School and Diamond Bar High School.
- Suggested Routes to School design for Golden Springs Elementary, Diamond Point Elementary, Walnut Elementary, Castle Rock Elementary, Evergreen Elementary and South Pointe Middle Schools
- Numerous line-of-sight visibility review
- Basic traffic signal and timing training for City's engineering staff
- City Council Study Session presentation of "traffic signals in our city"
- Signal warrant analysis and left-turn warrant analysis at various locations
- Signing and striping design at various roadways
- Traffic control plans review

6. ITERIS' UNIQUE CAPABILITIES -

Our highly skilled engineers are the cornerstone of our success, as evidenced by Iteris being selected for nearly 50% of RTSSP projects, both OCTA- and agency-led. These completed projects have consistently delivered double-digit percentage improvements across all performance metrics, on time and within budget. This unparalleled experience highlights our proven track record and the deep trust we have built with local agencies.

We possess an in-depth knowledge of Orange County. Our key staff members are local to the area, providing them with a profound understanding of the unique traffic conditions, patterns, and transportation network conditions, including roadways and intersections in every city. Each team member brings extensive experience in optimizing traffic operations, implementing safety measures, conducting technical analyses to inform decisions, and configuring systems and equipment.



We excel in delivering all types of traffic engineering projects, including those utilizing Federal funds that require coordination with Local Assistance. Often acting as an extension of the City's staff, we ensure quicker results and improved responsiveness to the City's needs. Moreover, our team's direct experience working for numerous public agencies, including Costa Mesa, gives us a significant advantage in understanding municipal processes and procedures.

Table 2 –Team Members, Role, Location and Skilled Experience

					EXPE	RTISE C	F KEY INDI	VIDUA	ALS RE	LEVAN	T TO S	SCOPE	
STAFF	PROJECT ROLE	SOCAL LOCATION	AVAILABILITY	Ongoing On-Call	Traffic Signal Design	Operations	Intelligent Transportation Systems (ITS)	HSIP	Traffic Signal	9	RRFB	НАWК	АТР
							1		ı				
Shirjeel Muhammad, PE	Project Manager	Santa Ana	50%	•	•	•	•	•	•	•	•	•	•
Josh McNeill, PE, TE, PTOE	QA/QC	Santa Ana	40%				•					•	
Arthur Chanprakrit, PE	Task Leader	Santa Ana	50%		•	•	•		•		•	•	•
Ted Huynh, PE, TE	Project Planner	Santa Ana	50%	•		•		•	•	•	•	•	

COST PROPOSAL:

Cost Proposal is provided as separate attachment.

DISCLOSURE:

Provided in **Appendix A**.

SAMPLE PROFESSIONAL SERVICE AGREEMENT:

Iteris accepts the terms and conditions of the sample contract as-is.

CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL:

Provided in **Appendix A**.

EXHIBIT C

FEE SCHEDULE



949.270.9400 iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705

COST PROPOSAL

July 30, 2024

Mr. Raja Sethuraman, PE Public Works Director City of Costa Mesa, CA 77 Fair Drive Costa Mesa, CA 92626

Re: COST PROPOSAL FOR ON-CALL ENGINEERING STAFF SUPPORT &

PROGRAM MANAGEMENT SERVICES - RFP NO. 25-01

11477-169.25

Dear Mr. Sethuraman,

Iteris, Inc. (Iteris) submits our cost proposal to provide services for On-Call Engineering Staff Support and Program Management Services.

KEY STAFF:

Hourly Rates Effective Through 3/31/2025	Loaded
KEY STAFF	Billing Rates
Shirjeel Muhammad, PE	\$298
Joshua McNeill, PE, TE, PTOE	\$289
Ted Huynh, PE, TE	\$258
Arthur Chanprakrit, PE	\$199

SUPPORT STAFF:

Hourly Rates Effective Through 3/31/2025	Loaded Billing Rates		
SUPPORT STAFF CLASSIFICATIONS	Min	Max	
Support Staff I	\$104	\$123	
Support Staff II	\$163	\$202	
Assistant Engineer/Planner	\$113	\$141	
Associate Engineer/Planner	\$135	\$166	
Engineer/Planner	\$140	\$178	
Senior Engineer/Planner I	\$195	\$223	
Senior Engineer/Planner II	\$228	\$240	
Lead Engineer/Senior Manager	\$236	\$285	
Associate Vice President/Principal/Director	\$258	\$317	
Vice President/Chief Scientist	\$343	\$411	

Default Standard Terms and Conditions

- Rates subject to annual adjustments up to 5% effective April 1st of each year.
- Other direct expenses to be billed at cost, unless otherwise negotiated.
- Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.
- Mileage rates will be based upon current IRS standard rates.
- Task Orders will utilize individual staff rates at time of Letter Proposal submission, NTE Max Billing Rates.

Thank you for the opportunity to submit our Cost Proposal. Iteris looks forward to assisting the City on important traffic and transportation engineering projects. Iteris accepts the terms and conditions of the sample contract as-is. Please contact me at (949) 270-9647 or sbradley@iteris.com, or the designated Project Manager, Mr. Shirjeel Muhammad, PE, at (951) 821-8105 or smuhammad@iteris.com, with any questions.

Sincerely, **Iteris**, **Inc**.

Steven Bradley, PE

Regional Vice President

Mobility Consulting Solutions

Steven Bradley, PE, is authorized to negotiate the contract on behalf of Iteris and our project manager.

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA

Agenda Report

File #: 24-367 Meeting Date: 10/15/2024

TITLE:

RECEIVE AND FILE CONCEPTUAL DESIGN OF THE FIRE STATION NO. 2 RECONSTRUCTION

PROJECT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES

DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR

RECOMMENDATION:

Staff recommends the City Council receive and file the conceptual plans for the design of the Fire Station No. 2 Reconstruction Project.

BACKGROUND:

Fire Station No. 2, located at 800 Baker Street, provides fire protection and emergency response services to the Costa Mesa community. The Fire and Rescue Department's mission is to prevent the loss of life and property. In addition to responding to fires, Fire Station No. 2 also responds to medical emergencies, motor vehicle accidents, rescue calls, and incidents involving hazardous materials.

For several years, Fire Station No. 2 has undergone maintenance and service issues and requires a complete overhaul and reconstruction. Issues that need to be addressed include electrical and mechanical upgrades; heating, ventilation, and air conditioning improvements; modernization of life-safety fire equipment and communications; improved parking facilities; enhancements to the living quarters; improved landscaping; and structural and architectural advancements that adhere to current building codes and regulations.

The existing building consists of an approximately 2,800 square foot Fire Engine room (i.e., apparatus bay/garage) and 3,850 square feet of living space. Fire Station No. 2 has exceeded its useful life and is not compliant with current standards and specifications, underserves current personnel capacity demands, and does not provide gender-neutral accommodations.

ANALYSIS:

In 2022, the City contracted with PBK Architects to prepare complete reconstruction documents for a new Leadership in Energy and Environmental Design (LEED) facility, including conceptual and final design, interior programming, site improvements, soil testing, geotechnical study, hazardous materials testing, architectural, structural, electrical, mechanical, plumbing, and grading design, as well as all necessary calculations, and technical support needed during construction. In addition,

File #: 24-367 Meeting Date: 10/15/2024

services include the design of temporary operational and living quarters for fire personnel during construction.

On August 27, 2024, the City held a community outreach meeting for residents and community stakeholders to share opinions and ideas on the conceptual plans. Positive feedback was received on the proposed conceptual plans.

Staff presented the conceptual plans to the Planning Commission on October 14, 2024.

The City is currently in the design process with estimated 100 percent design development and construction document completion in Summer 2025. The bid and contract award are anticipated in Fall 2025.

ALTERNATIVES:

The City Council may choose to provide suggestions to revise the proposed conceptual design plan or recommend staff to pursue a different design plan. Staff does not recommend this alternative as this would significantly delay the project, as well as increase costs.

FISCAL REVIEW:

This item is informational in nature and has no impact on the City's budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approves as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goal:

Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends that the City Council receive and file the conceptual plans for the design of the Fire Station No. 2 Reconstruction (Attachment 1).



DATE: 09/20/2024 **SCALE**: AS NOTED



VIEW FROM SOUTHEAST CORNER



VIEW FROM SOUTHWEST CORNER



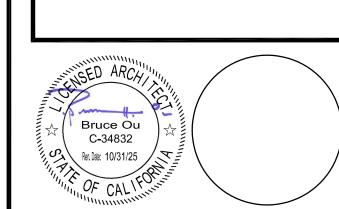
VIEW FROM SOUTH- BAKER STREET



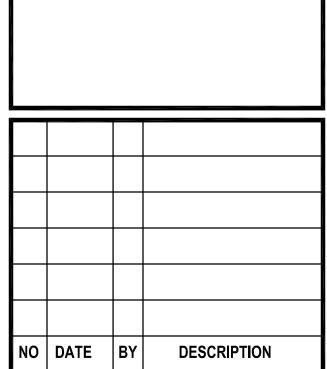
VIEW FROM AERIAL SOUTHEAST



RANCHO CUCAMONGA 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA, CA 91730 909-987-0909 P



CONSULTANT	



NO	DATE	вү	DESCRIPTION				
<u></u>		RE	EVISIONS				
DRAWN: SC			CHECKED:				
DATE : 09/20/2024			SCALE:				

PROJECT NUMBER: W2109300AR

FIRE STATION PERSPECTIVES

A3.2



PLANTING LEGEND

	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
TREES				
T-1	PLANTANUS RACEMOSA	WESTERN SYCAMORE	3	36" BOX
T-2	LAGERSTROEMIA FAURIEI 'NATCHEZ'	NATCHEZ CRAPE MYRTLE TREE	2	36" BOX

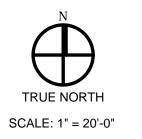
SHRUBS & GROUNDCOVERS

S-1	+	CARISSA M. 'GREEN CARPET'	GREEN CARPET NATAL PLUM	25 @42" O.C.	5 GAL
S-2	\bigoplus	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE	13 @3' O.C.	5 GAL
S-3	\odot	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	43 @2' O.C.	5 GAL
S-4	\circ	DIANELLA REVOLUTA 'LITTLE REV'	LITTLE REV FLAX LILY	19 @2' O.C.	5 GAL
S-5	\bigcirc	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN DWARF BOTTLEBRUSH	40 @3' O.C.	5 GAL
S-6	D	MUHLENBERGIA RIGENS	DEERGRASS	29 @3' O.C.	5 GAL
S-7	\otimes	SALVIA CLEVELANDII	CLEVELAND SAGE	20 @3' O.C.	5 GAL
S-8		LIGUSTRUM 'TAXANUM'	WAXLEAF PRIVET	10 @4' O.C.	5 GAL
S-9	\bigcirc	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	25 @42" O.C.	5 GAL
S-10	A	ARTEMISIA 'MONTARA'	MONTARA SAGEBRUSH	15 @3' O.C.	5 GAL
S-11	<u></u>	EPILOBIUM CANUM	CALIFORNIA FUCHSIA	4 @3' O.C.	5 GAL

TOTAL LANDSCAPE AREA: 2,000 SF

PLANTING NOTES:

- 1. WORK SHALL MEET THE REQUIREMENTS OF ALL LOCAL, STATE, AND FEDERAL GOVERNING CODES, ORDINANCES, LAWS, REGULATIONS, SAFETY ORDERS AND DIRECTIVES.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF/HERSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- 3. CONTRACTOR MUST CHECK ALL SITE CONDITIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED. WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY OF COSTA MESA. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 4. ALL PLANT QUANTITIES ARE IDENTIFIED BY TYPICAL SYMBOLS. REFER TO PLANT LEGEND FOR QUANTITIES. PLANT QUANTITIES ARE APPROXIMATE AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM ALL PLANT QUANTITIES PRIOR TO BIDDING. IN THE EVENT OF DISCREPANCIES IN PLANT COUNT, QUANTITIES INDICATED BY PLANT SYMBOLS SHALL
- 5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIAL FREE OF PESTS OR DISEASE.
- 6. ALL PLANT MATERIAL DELIVERED TO THE SITE SHALL BE APPROVED BY THE CITY OF COSTA MESA PRIOR TO INSTALLATION.
- 7. ALL PLANT MATERIAL SHALL BE SET OUT AS SHOWN ON PLAN. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF COSTA MESA.
- 8. ALL SHRUB AREAS NOT PLANTED IN TURF AND LESS THAN 4:1 SLOPE SHALL BE COVERED WITH 3" ORGANIC MULCH. SUBMIT 1 CU. FT. SAMPLE PRIOR TO APPLICATION.
- 9. ANY TREE SHOWN ON PLAN TO BE INSTALLED LESS THAN 3' (THREE FEET) CLEAR DISTANCE FROM CENTERLINE OF TRUNK TO ANY CURB, WALKWAY, OR FOUNDATION, SHALL BE INSTALLED IN A ROOT CONTROL BARRIER. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- 10. MINIMUM 3 SOIL SAMPLES SHALL BE TAKEN BY CONTRACTOR AFTER GRADING OPERATIONS ARE COMPLETED FOR SOIL FERTILITY AND AGRICULTURAL SUITABILITY BY AN APPROVED LABORATORY. SEE SPECIFICATIONS FOR SOIL AMENDMENTS SPECIFIED FOR BIDDING PURPOSES ONLY. SUBMIT SOIL REPORT TO THE CITY OF COSTA MESA. SOIL AMENDMENTS SHALL BE AS PER RECOMMENDATIONS IN SOILS REPORT.
- 11. CONTRACTOR SHALL NOTIFY THE CITY OF COSTA MESA 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATION OPERATIONS.
- 12. THE CITY OF COSTA MESA SHALL BE THE SOLE JUDGE AS TO WHEN THE MAINTENANCE PERIOD BEGINS.





RANCHO CUCAMONGA 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA, CA 91730 909-987-0909 P

VEIRE & RESCUE DEPARTMENT

COS

Bruce Ou
C-34832
Render 10/31/25
Render 10/31/

CONSULTANT

COST

CORNERSTONE 951 E Santa Ana Blvd.		IOS, 973. 2200	
Santa Ana, CA 92701		973. 2200 973. 0203	
LANDSCAPE ARCHITECTURE URBAN DESIGN	PLANNING	RESOURCE	AN

# REVIS	REVISIONS			
DRAWN: JL	CHECKED: JK			
DATE : 09/10/2024	SCALE: AS NOTE			
PROJECT NUMBER: V	V2109300AR			

LANDSCAPE PLAN

DRAWING NUMBER:

NO DATE BY

L2.1

DESCRIPTION





CITY OF COSTA MESA Agenda Report

File #: 24-361 Meeting Date: 10/15/2024

TITLE:

PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DUDEK FOR CLIMATE ACTION AND ADAPTATION PLAN CONSULTING SERVICES

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES

DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, 714-754-5270

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve a Professional Services Agreement (PSA) for two years with two one-year renewals in the amount of \$418,625 to Dudek (Environmental, Planning and Engineering Firm) for consulting services.
- 2. Authorize a ten percent (10%) contingency in the amount of \$41,862 for unforeseen costs related to the project.
- 3. Authorize a budget adjustment of \$300,000 from the Capital Improvement Fund (401) fund balance and \$50,000 from the SoCal Gas Climate Adaptation and Resiliency Grant.
- 4. Authorize the City Manager, or designee, and City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

In August 2023, the City issued a Request for Proposals from qualified consultants to provide consulting services for the development and approval of the City's first Climate Action & Adaptation Plan (CAAP). RFP 24-01 was released on August 23, 2023, and proposals were due on September 27, 2023.

ANALYSIS:

As described in the RFP, the goal of the CAAP is to assess the impact of climate change in Costa Mesa and identify the highest priority and most feasible solutions to meeting the State's goal of carbon neutrality by 2045. The RFP specified that the City's CAAP would include an inventory of greenhouse gas (GHG) emissions; clear GHG emission reduction targets; goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals; a vulnerability assessment to

File #: 24-361 Meeting Date: 10/15/2024

understand climate-related impacts; climate adaptation and resilience strategies; and means of reporting and monitoring the effectiveness of the plan. The RFP specified that the consultant is to provide the following services:

- Develop a pathway to deliver an emissions neutral City by 2045 to meet the State's goal, and set out methodologies for prioritizing SMART (Specific, Measurable, Actionable, Realistic and Timely) goals and transformational actions;
- Effectively engage Costa Mesa residents in the CAAP development, communicate the climate challenges, identify opportunities, and outline social, environmental, and economic benefits expected from implementing the plan, including designing inclusive climate actions with a fair and equitable distribution of benefits;
- Demonstrate how Costa Mesa will adapt and improve its resilience to climate change that impacts the City now and respond to future climate change scenarios;
- Establish a set of cohesive climate action and adaptation strategies, implementation measures, and metrics for measuring progress and success across the City;
- Identify synergies between mitigation and adaptation strategies to leverage City resources and budgets; and
- Detail the City's governance, powers, and capacity, as well as identifying the partners who
 need to be engaged to accelerate the delivery of the City's mitigation targets and resilience
 goals.

In response to the RFP, the City received three (3) CAAP proposals. Proposals were reviewed for compliance with the City's RFP specifications and scope of work and consultants were evaluated based on their method of approach, qualifications and experience, staffing, and proposal cost. After careful review and evaluation of the proposals, staff finds Dudek is the most qualified to complete the City's CAAP.

Dudek is an environmental, planning and engineering consulting firm with 40 plus years of experience. The firm's team exhibits a thorough understanding of the project scope and has demonstrated technical ability and expertise with similar projects completed in Southern California; including, but not limited to, the City of Agoura Hills CAAP, the San Diego Association of Governments (SANDAG) Regional Resilience Tool and is currently working with the City of Buena Park on their CAAP.

Based on the above, staff recommends award of a PSA with Dudek for two years, with two one-year renewals, in the amount of \$418,625, and authorize a ten percent (10%) contingency for unforeseen costs related to the project.

File #: 24-361 Meeting Date: 10/15/2024

ALTERNATIVES:

The City Council may select another consultant to prepare the CAAP; however, this is not recommended based on the RFP process and evaluation results.

FISCAL REVIEW:

Funding of \$300,000 is available in the Capital Improvement Fund (401) fund balance. Additionally, the City received a grant from SoCal Gas for \$50,000 towards this study. The balance of \$150,000 is recommended to be covered by the City Manager's contingency, which is included in the FY 2024 -25 budget.

LEGAL REVIEW:

The agenda report and attached agreement have been reviewed and approved as to form by the City Attorney's Office.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

- 1. Approve a Professional Services Agreement (PSA) for two years with two one-year renewals in the amount of \$418,625 to Dudek (Environmental, Planning and Engineering Firm), for consulting services.
- 2. Authorize a ten percent (10%) contingency in the amount of \$41,862 for unforeseen costs related to the project.
- 3. Authorize a budget adjustment of \$300,000 from the Capital Improvement Fund (401) fund balance and \$50,000 from the SoCal Gas Climate Adaptation and Resiliency Grant.
- 4. Authorize the City Manager, or designee, and City Clerk to execute the PSA and any future amendments to the agreement.

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH DUDKEK

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

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to perform and develop a comprehensive climate action and adaptation plan (CAAP), as more fully described herein; and
- B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.
- NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Four Hundred Eighteen Thousand Six Hundred Twenty-Five Dollars (\$418,625.00).
- 2.2. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Commencement and Completion of Work.</u> Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Section 3 of Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of Three (3) years, ending on October 14, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year periods upon mutual written agreement of both parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California.

Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:

IF TO CITY:

Dudek 605 Third Street Encinitas, CA 92024 Tel: (949) 373-8333 Attn: Jennifer Reed City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel:(714) 754-754-5609 Attn: Anna McGill

Courtesy copy to:

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

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. <u>Governing Law</u>. 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. <u>Assignment</u>. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- 6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force

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

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

- 6.13. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000, formerly 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, formerly 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.16. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 6.18. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.20. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.21. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.22. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.23. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.24. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.25. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.26. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.27. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

- 6.28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.29. <u>Corporate Authority</u>. 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

	Date:	
Signature		
[Name and Title]		
CITY OF COSTA MESA		
	Date:	
City Manager Lori Ann Farrell Harrison		
ATTEST:		
Brenda Green City Clerk		
APPROVED AS TO FORM:		
Kimberly Hall Barlow City Attorney	Date:	
APPROVED AS TO INSURANCE:		
Ruth Wang	Date:	
Risk Management		

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APPROVED AS TO CONTENT:	
Anna McGill Project Manager	Date:
DEPARTMENTAL APPROVAL:	
Cecilia Gallardo-Daly Assistant City Manager	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Finance Director	Date:

EXHIBIT A REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

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



City Manager Office
CITY OF COSTA MESA

Released on

August 23, 2023

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

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide consulting services for the development and approval of the City's first Climate Action & Adaptation Plan (CAAP). The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 2 years with 3 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

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

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

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

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

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

Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

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

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

Release of RFP August 23, 2023

Deadline for Written Questions August 29, 2023 at 11:00 a.m.

Responses to Questions Posted September 5, 2023

Proposals are Due September 27, 2023 at 3:00 p.m.

Approval of Contract November 7, 2023

Project work period November 2023 – July 2025

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

- 3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A— Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.
 - a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.
 - b. Projects considered similar in scope include other planning documents for other municipalities and agencies with a preference given to other Climate Action and Adaptation Plans.
 - c. Demonstrate ability to analyze existing information, understand key drivers, opportunities, and challenges in CAAP development and propose tailored and innovative decarbonization pathways for municipalities based on their unique conditions.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear

description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- <u>Cover Letter:</u> 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.
- <u>Method of Approach:</u> 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.

• <u>Financial Capacity:</u> The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the pass three years to allow an evaluation of firm's financial capabilities.

- <u>Key Personnel</u>: It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- <u>Cost Proposal:</u> Provide a fee schedule/pricing information for the project Proposals shall be valid for a minimum of 180 days following submission.
- <u>Disclosure</u>: 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.**
 - <u>Sample Professional Service Agreement:</u> The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- Checklist of Forms to Accompany Proposal: As a convenience to Proposers, following is a list of the forms, Appendix C included in this RFP, which should be included with Proposals:
 - 1. Vendor Application Form
 - 2. Company Profile & References
 - 3. Ex Parte Communications Certificate
 - 4. Disclosure of Government Positions
 - 5. Disqualifications Questionnaire
 - 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- <u>Content of Proposal:</u> The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- <u>Preparation of Proposal:</u> 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.

- <u>Cost for Preparing Proposal</u>: The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- Forms to Accompany Proposal: Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- <u>Number of Proposals:</u> Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- <u>Submission of Proposals:</u> Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 2:00 p.m. (P.S.T) on September 27, 2023. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.
- <u>Inquiries:</u> Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **August 29, 2023 at 11:00 A.M**. The City reserves the right not to answer all questions.

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

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

• Conditions for Proposal Acceptance: This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- <u>Insurance & W-9 Requirements:</u> 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 Umber & Certification) which includes Contractor's legal business name(s).
- **3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.
 - 1. Qualification of the firm --- 30%
 - 2. Project Understanding and Approach --- 30%
 - 3. Qualifications of Project Team and Experience of Key Personnel --- 20%
 - 4. Value and Cost Efficiency of the plan --- 10%
 - 5. Flexibility, Creativity and Innovation --- 7%
 - 6. Inclusion of local CBOs/ small businesses --- 3%
- **4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.
 - A. <u>Responsiveness Screening</u>: 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.** <u>Initial Proposal Review:</u> The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest

evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of October 16th and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

- 7. **Protests**: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:
 - The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
 - The written notice of appeal must include specifics as to the nature of the appeal.

- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.
- **6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- **7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:
 - Preparing Proposal in response to this RFP;
 - Submitting that Proposal to the City;
 - Negotiating with the City any matter related to the Proposal; and,
 - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.
- **8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer

information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

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

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

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

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

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

- 13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, Appendix C.
- **14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK

Background

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

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

Introduction

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

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

Through this CAAP, Costa Mesa seeks to:

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

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

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

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

Plan Content and Structure

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

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

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

The CAAP should:

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

Task 1: Project Management and Work Plan

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

Deliverables:

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

Meetings:

Project kick-off meeting

Task 2 - Data Collection, Existing Polices Review and Best Practices Research

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

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

Deliverables:

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

Meetings:

Meeting with City staff to discuss findings from Task 2.

Task 3: Stakeholder Engagement and Community Outreach Strategy

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

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

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

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

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

Deliverables:

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

Meetings:

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

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

Task 4: Greenhouse Gas Emissions Inventory

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

Deliverables:

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

Meetings:

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

Task 5: Future Emissions Scenarios and GHG Reduction Wedge Analysis

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

Deliverables:

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

Meetings:

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

Task 6: GHG Emission Reduction Measures

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

Deliverables:

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

Meetings:

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

Task 7: Vulnerability Assessment and Adaptation Measures

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

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

Deliverables:

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

Meetings:

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

Task 8: Implementation Plan

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

Deliverables:

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

Meetings:

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

Task 9: Climate Action and Adaptation Plan

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

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

Deliverables:

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

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

Meetings:

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

Task 10: CEQA Analysis

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

Deliverables:

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

Meetings:

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

Task 11: Progress Monitoring and Reporting

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

Deliverables:

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

Meetings:

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

Task 12: Marketing and Communications Plan

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

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

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

Deliverables:

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

Meetings:

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

Timeline

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

RFP Contacts – Limitation on Communications

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

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

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

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

Salem Afeworki

RFP24.01.C0504.

Energy and Sustainability Services Manager City Manager's Office Costa Mesa City Hall 77 Fair Drive Costa Mesa, CA 92627

Phone: 714-949-5247

Email: salem.afeworki@costamesaca.gov

APPENDIX B

SAMPLE PROFESSIONAL SERVICE AGREEMENT

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this day of,	20	("Effective Date"), by and
		, a [state	[type of
corporation] ("Consultant").			

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services</u>. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.
- 1.2. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
 - (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
 - (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
 - (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. 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. <u>Non-discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed ______ Dollars (\$ _____.00).
- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.
- 2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

- 3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. <u>Excusable Delays</u>. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

- 4.1. <u>Term</u>. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance

- contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.
- 5.5. <u>Non-limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Tel: Fax: Attn:	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754- Fax: (714) 754- Attn:
Attii	Provide courtesy copy to: City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Finance Department

- 6.5. <u>Drug-free Workplace Policy</u>. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.
- 6.6. <u>Attorneys' Fees</u>. 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. <u>Assignment</u>. 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.
- Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and 6.9. harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.
- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City

any reimbursement or indemnification arising under this paragraph.

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

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

- 6.12. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- 6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.17. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.21. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
 - 6.22. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this

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

- 6.23. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.24. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.25. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
 - 6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

A municipal corporation	
	Date:
[Mayor or City Manager]	
CONSULTANT	
Signature	Date:
Name and Title	
Social Security or Taxpayer ID Number	
ATTEST:	
City Clerk and ex-officio Clerk of the City of Costa Mesa	
APPROVED AS TO FORM:	
	Date:
City Attorney	
APPROVED AS TO INSURANCE:	
	Date:
Risk Management	
APPROVED AS TO CONTENT:	Date:
Project Manager	
DEPARTMENTAL APPROVAL	
Department Director	Date:
APPROVED AS TO PURCHASING:	
Finance Director	Date:

APPENDIX C FORMS

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



VENDOR APPLICATION FORM FOR RFP No. 24-01 CLIMATE ACTION & ADAPTATION PLAN (CAAP)

TYPE OF APPLICANT:	☐ NEW	☐ CURRENT VENDOR	
Legal Contractual Name of Corpo	oration:		
Contact Person for Agreement: _			
Title:	E-Mail Address:		
Business Telephone:		Business Fax:	
Corporate Mailing Address:			
City, State and Zip Code:			
Contact Person for Proposals:			
Title:	le: E-Mail Address:		
Business Telephone:		Business Fax:	
Is your business: (check one)			
☐ NON PROFIT CORPORAT	ION 🗌	FOR PROFIT CORPORATION	
Is your business: (check one)			
☐ CORPORATION	☐ LIMITED	LIABILITY PARTNERSHIP	
☐ CORPORATION☐ INDIVIDUAL	_	LIABILITY PARTNERSHIP COPRIETORSHIP	

Names & Titles of Corporate Board Members

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

Names	Title	Phone	
Federal Tax Identification Number:			_
City of Costa Mesa Business License Number	er:		
(If none, you must obtain a Costa Mesa Business License upon award of contract.)			
City of Costa Mesa Business License Expiration Date:			

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 24-01 CLIMATE ACTION & ADAPTATION PLAN (CAAP) at any time after August 21, 2023.

	Date:
Signature	
Print	_
	OR
City Councilmember concerning information	resentatives have communicated after August 21, 2023 with a al RFP No. 24-01 CLIMATE ACTION & ADAPTATION PLAN tions 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?

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Legal Name: Company Legal S

Compa	Company Legal Status (corporation, partnership, sole proprietor etc.):			
Active	Active licenses issued by the California State Contractor's License Board:			
Busine	ess Address:			
Websi	te Address:			
Teleph	none Number:	Facsimile Number:		
Email	Address:			
Length	of time the firm has been in business:			
Length	of time at current location:			
ls you	Is your firm a sole proprietorship doing business under a different name:YesNo			
	If yes, please indicate sole proprietor's name and the name you are doing business under:			
Federa	al Taxpayer ID Number:			
Regula	ar Business Hours:			
Regula	ar holidays and hours when business is closed:			
Contact pers	son in reference to this solicitation:			
	Telephone Number:	Facsimile Number:		
	Email Address:			
Contact pers	son for accounts payable:			
	Telephone Number:	Facsimile Number:		
	Email Address:			
Name of Pro	ject Manager:			
	Telephone Number:	Facsimile Number:		
	Email Address:			

COMPANY PROFILE & REFERENCES (Continued)

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

Company	Name:
Contac	et Name:
Contra	ct Amount:
Email:	
Addres	s:
Brief C	ontract Description:
Company	Name:
Teleph	one Number:
Contac	et Name:
Contra	ct Amount:
Email:	
Addres	s:
Brief C	ontract Description:
Company	Name:
Teleph	none Number:
Conta	ct Name:
Contra	act Amount:
Email:	
Addre	SS:
Brief C	Contract Description:

Company	Name:
Teleph	one Number:
Contac	ct Name:
Contra	ct Amount:
Email:	
Addres	SS:
Brief C	Contract Description:
Company	Name:
Telep	hone Number:
Conta	ct Name:
Contra	act Amount:
Email	:
Addre	ess:
Brief (Contract Description:



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

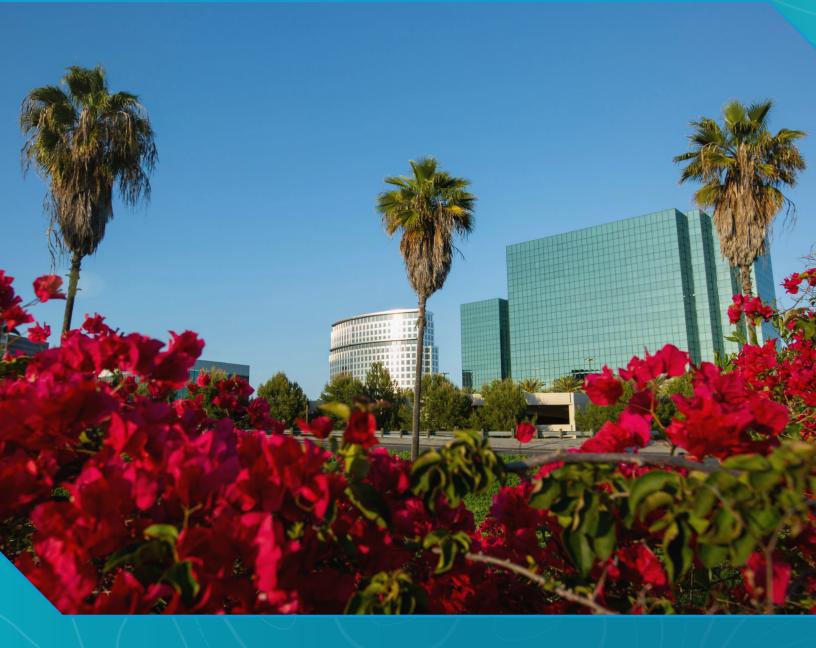
Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.			
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and corr			
Bidder/Applicant/Proposer			
Date			

EXHIBIT B CONSULTANT'S PROPOSAL

Climate Action & Adaptation Plan

City of COSTA MESA



COVER LETTER

September 27, 2023

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

Dear Mike Fuentes:

Local Office

27372 Calle Arroyo San Juan Capistrano, CA 92675

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

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

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

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

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

Sincerely,

Joseph Monaco, President/CEO

Joseph Monaco is authorized to bind Dudek.

Jennifer Reed, Project Manager



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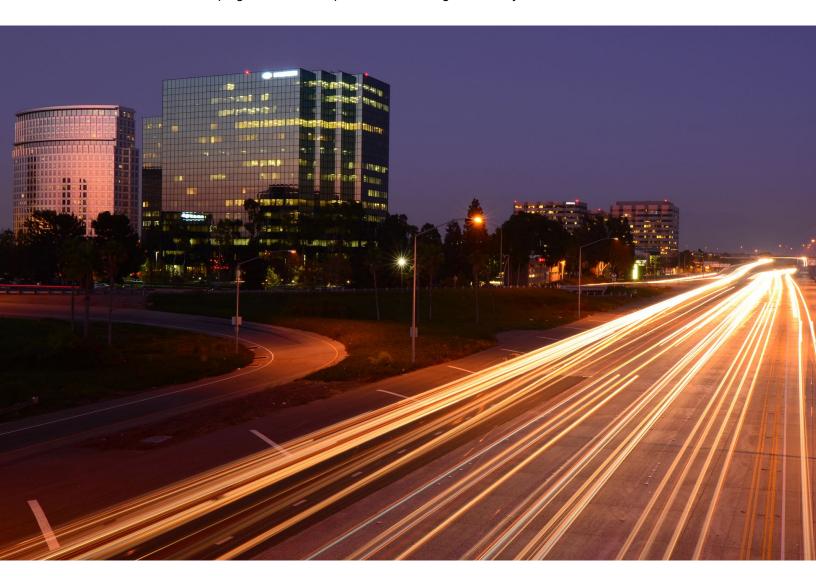
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BACKGROUND AND PROJECT SUMMARY SECTION

UNDERSTANDING OF THE CITY, WORK, AND OBJECTIVES

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

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



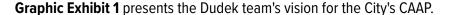
While the City has a demonstrated history of environmental stewardship and commitment to sustainable initiatives, we understand the challenges associated with encouraging community members to take action. In Orange County, where there are few CAPs, the City's CAAP presents an opportunity not only to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

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

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

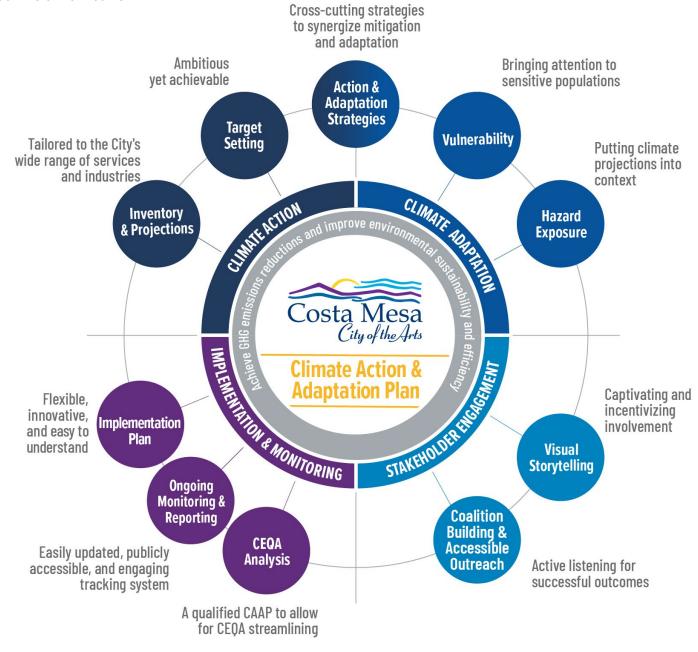
The Dudek team believes that our expertise and vision will allow the City to develop a CAAP that addresses the City's climate challenges while enhancing its strong commercial and retail economy and preserving what makes the City special. Our transportation and land use experts will provide key knowledge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

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





Graphic Exhibit 1. Our Vision for Your CAAP



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

1. IMPLEMENTATION PLAN

TASK 1: PROJECT MANAGEMENT AND WORK PLAN

The Dudek team will establish a work plan and detailed schedule for the climate action and adaptation plan (CAAP). Upon execution of the contract, the Dudek team will work with the City of Costa Mesa (City) to schedule a kickoff meeting to discuss goals and objectives of the CAAP, share aspirations while aligning expectations, establish relationships, and set the project up for success. The kickoff meeting will introduce key Dudek team members and City staff and clarify roles and lines of communication. We will discuss current City sustainability and greenhouse gas (GHG) reduction efforts and identify existing documents, data, policies, and initiatives relevant to the CAAP. The

Our project management philosophy:

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

kickoff meeting will serve as the first step in the community outreach effort by identifying key stakeholders and effective engagement strategies based on the outcomes of previous City efforts. Any potential issues anticipated with the City's CAAP and lessons learned from the Dudek team's similar past projects will be explored for proactive solutions.

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

Role of City Staff:

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

Assumptions:

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

Deliverables:

Meeting agenda and minutes

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

Meetings:

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

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

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

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

will serve as the base for CAAP policies and actions and will ensure that our proposed strategy is well integrated with existing practices.

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

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

Role of City Staff:

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

Assumptions:

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

Deliverables:

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

Meetings:

Meeting with City staff to discuss findings from Task 2

TASK 3: STAKEHOLDER ENGAGEMENT AND COMMUNITY OUTREACH STRATEGY

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

TASK 3.1 Working Group Meetings

Dudek will facilitate five Sustainability Working Group and External Stakeholder Group meetings (10 total meetings). Dudek will develop a presentation to inform working group members on the planning process and solicit input at strategic points in the

The Dudek team presents proposed engagement activities in Table 1.

planning effort to maximize the utility of feedback. The Sustainability Working Group will be integrated into Tasks 6, 7, and 8 to review Dudek's findings and provide local knowledge to bolster implementable measures. The External Stakeholder Group will be integrated through all phases, beginning with a visioning meeting where Dudek will share their professional expertise on how CAAPs are developed and implemented, and the External Working Group will share Costa Mesa's needs, values, and opportunities and how to engage the broader public. Dudek will facilitate each meeting and create interactive materials to generate input.

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

Table 1. Outreach and Engagement Events

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

Role of City Staff:

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

Assumptions:

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

Deliverables:

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

Meetings:

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

TASK 4: GREENHOUSE GAS EMISSIONS INVENTORY

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

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

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

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

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

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

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

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

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

Assumptions:

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

Deliverables:

GHG baseline inventory for the chosen year

Meetings:

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

TASK 5: FUTURE EMISSIONS SCENARIOS AND GHG REDUCTION WEDGE ANALYSIS

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

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

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

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

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

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

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

Role of City Staff:

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

Assumptions:

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

Deliverables:

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

Meetings:

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

TASK 6: GHG EMISSION REDUCTION MEASURES

Using the forecasted emissions estimated for anticipated years 2030 and 2045 and the selected reduction targets, Dudek will identify a range of measures to address the community and municipal operations emissions gap identified in Task 5. Our team will develop a suite of potential GHG reduction measures for

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

consideration, ensuring that each is customized to best meet the needs and priorities of the City and members of the community. Selection of the proposed measures will be informed by the evaluation completed in Task 2, integrating relevant existing City efforts (e.g., the recent Strategic Energy Plan), best practices from similar jurisdictions, and stakeholder feedback.

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

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

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

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

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

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

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

Role of City Staff:

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

Assumptions:

None

Deliverables:

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

Meetings:

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

TASK 7: VULNERABILITY ASSESSMENT AND ADAPTATION MEASURES

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

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

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

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

Role of City Staff:

Provide local experiences and history related to hazard impacts

Assumptions:

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

Deliverables:

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

Meetings:

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

TASK 8: IMPLEMENTATION PLAN

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

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

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

Role of City Staff:

Provide consolidated comments on the Draft implementation plan

Assumptions:

Dudek will respond to one round of consolidated comments.

Deliverables:

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

TASK 9: CLIMATE ACTION AND ADAPTATION PLAN

TASK 9.1 PDF Plan

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

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

Role of City Staff

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

Assumptions

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

Deliverables

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

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

TASK 9.2: Presentation of Draft and Final CAAP

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

Role of City Staff:

Provide consolidated comments on the presentation materials

Assumptions

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

Deliverables

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

TASK 9.3 Website Communication Plan

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

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

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

Role of City Staff:

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

Assumptions

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

Deliverables

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

TASK 10: CALIFORNIA ENVIRONMENTAL QUALITY ACT ANALYSIS

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

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

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

Once the environmental analysis is completed, Dudek will provide an Administrative Draft of the IS/ ND using the CEQA IS format to answer the threshold questions provided in Appendix G of the CEQA Guidelines. Upon receipt of City comments, Dudek will submit a Public Review Draft for approval. Dudek will prepare a Draft and Final Notice of Intent and Notice of Completion for the City's review and concurrence. Filing fees will be provided by the

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

City. Dudek will upload the Public Review Draft IS/ND and Notice of Completion to the State Clearinghouse to begin public review. As Section 21091(d) of CEQA does not require response to comments for an IS/ND, none are included. After the close of public review, Dudek will prepare and submit a Draft and approval version of the Final IS/ND to the City. Dudek will prepare and file the Notice of Determination with the County Clerk within 5 days of certification of the Final IS/ND. The City will be responsible for any applicable filing fees (i.e., county clerk filing fee and California Department of Fish and Wildlife filing fee).

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

Role of City Staff:

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

Assumptions:

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

Deliverables:

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

Meetings:

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

TASK 11: PROGRESS MONITORING AND REPORTING

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

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

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

To track progress associated with new development and provide a clear approach for CEQA streamlining of future development

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

Role of City Staff:

Review and provide one round of consolidated comments

Assumptions:

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

Deliverables:

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

Meetings:

-80-

256

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

TASK 12: MARKETING AND COMMUNICATIONS PLAN

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

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

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

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

Role of City Staff:

Review and provide one round of consolidated comments

Assumptions:

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

Deliverables:

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

Meetings:

None

1. CORPORATE INFORMATION

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

2. PARTNERSHIP OR JOINT VENTURE

Not applicable

3. BUSINESS OWNED AND CONTROLLED BY DUDEK

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

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

4. PAST BUSINESS MANAGER ROLES

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

5. YEARS UNDER PRESENT BUSINESS NAME

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

6. RELEVANT CONTRACTS

The Dudek team has extensive experience developing transformative plans for public agencies throughout California that align with the size and scope of the requested CAAP for the City, as demonstrated through our extensive list of current and previous relevant contracts, which are outlined in **Table 2**. Each project features icons relevant to the City's CAAP, which are defined at the bottom of page 21. Due to the size and breadth of information, select relevant project reports

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

and background information are hyperlinked in the table. Additional documentation can be provided upon request. Table 2 provides a minimum of five references for Dudek's similar size and scope projects in California, in addition to references from our subconsultants. Further references are included in Appendix A.

Table 2. Relevant Projects Summary

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









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









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







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









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







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









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









7. QUALIFICATIONS, EXPERIENCE, AND ABILITIES

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

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

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

DUDEK EXPERTISE

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

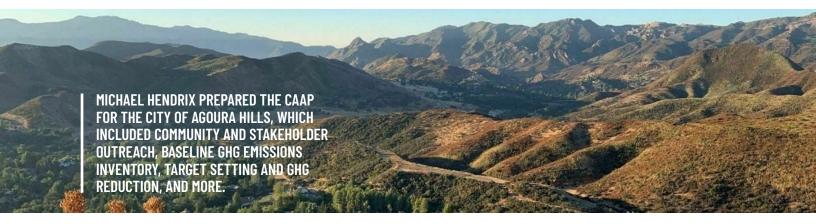
SUBCONSULTANT EXPERTISE

Michael Hendrix Consulting – Action Planning

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

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





Fehr & Peers - Traffic

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

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

M.Cubed (SBE) - Economics

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

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

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

HELPING YOU PLAN, ADAPT, AND RECOVER

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

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

PUBLIC AGENCY KNOWLEDGE AND EXPERIENCE

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

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

8. PARTICIPATION IN AND CONTRIBUTIONS TO LOCAL COMMUNITY

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

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

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

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



FINANCIAL CAPACITY

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

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

KEY PERSONNEL

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

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

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



Graphic Exhibit 3. Organization Chart

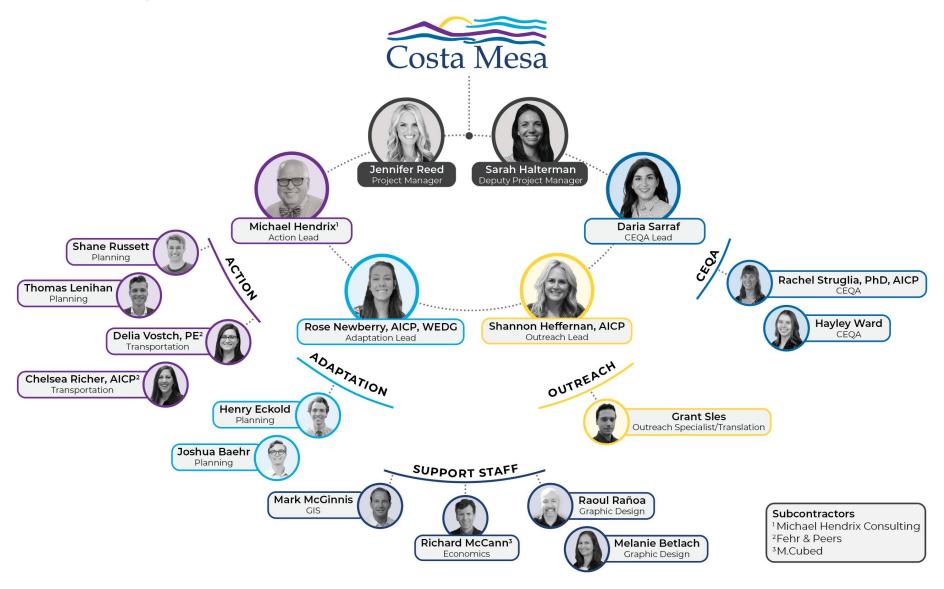


Table 3 details the Dudek Team's resumes.

Table 3. Resumes

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Project Management			
Jennifer Reed, Project Manager 949.373.8333 jreed@dudek.com	UC Santa Barbara BA, Environmental Studies BA, Geography	17 years Air quality, GHG emissions, planning, and team management	 ✓ Yolo County CAAP ✓ San Diego County Water Authority CAP Update ✓ Vacaville ECAS
Sarah Halterman, Deputy Project Manager 619.591.1373 shalterman@dudek.com	UCLA MA, Geography University of Maryland, College Park BS, Environmental Science and Policy: Global Environmental Change	10 years Air quality and climate change	 ✓ Yolo County CAAP ✓ San Diego County Water Authority CAP Update ✓ Carbon Storage and Sequestration Assessment for Four Watersheds of San Diego ✓ City of Coronado CAP
Action			
Michael Hendrix, Action Lead (Michael Hendrix Consulting) 760.244.1568 mhendrix@ michaelhendrixconsulting.com	UC Riverside BS, Environmental Science	26 years Air quality, GHG emissions analysis, climate change analysis, and climate action planning	 ✓ Yolo County CAAP ✓ Agoura Hills CAAP ✓ Ontario Municipal and Community CAPs

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Shane Russett, Planning 510.601.2505 srussett@dudek.com	UC Berkeley BA, Atmospheric Science	3 years Biogeochemistry and atmospheric science	✓ Yolo County CAAP✓ Newport Beach Newport Bay Crossing Project IS/MND
Thomas Lenihan, Planning 805.308.8537 tlenihan@dudek.com	UCSB MESM, Energy and Climate UCSB College of Creative Studies BA, Biology	2 years Energy demand analysis, carbon accounting, and environmental policy analysis	✓ Yolo County CAAP✓ Surf Cup Sports Park EIR and Tech Studies
Chelsea Richer, AICP, Transportation (Fehr & Peers) 213.261.3082 c.richer@fehrandpeers.com Delia Votsch, PE, Transportation (Fehr & Peers) 949.308.6323 d.votsch@fehrandpeers.com	UCLA MURP University of Chicago BA, Environmental Studies and Public Policy Drexel University BS, Civil Engineering	14 years Transportation planning 10 years Transportation engineering and planning	 Oxnard CAP OCTA Rail Defense Against Climate Change La Cañada Flintridge CAP Update Laguna Beach CAP Western Riverside Council of Governments CAP Update
Adaptation Rose Newberry, AICP, WEDG, Adaptation Lead 971.930.1715 rnewberry@dudek.com	Cal Poly San Luis Obispo MCRP, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/ Natural Resources Planning	8 years Environmental justice and climate adaptation	 ✓ Yolo County CAAP ✓ San Diego County Water Authority CAP Update

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Henry Eckold, Planning 760.479.4823 heckold@dudek.com Joshua Baehr, Planning	Cal Poly San Luis Obispo MCRP, City and Regional Planning BS, Environmental Management and Protection UC, Irvine Master of Urban and Regional	4 years Climate action/adaptation planning and general planning 4 years	 ✓ Vacaville Energy and Conservation Action Plan Update ✓ Rialto CAP ✓ Yolo County CAAP
949.373.8328 jbaehr@dudek.com	Planning (expected 2024) University of Arizona BA, Psychology	Climate resilience, water pollution policy, and coastal resource management	■ SANDAG On-Call Climate Resilience Services
Outreach			
Shannon Heffernan, AICP, Outreach Lead 626.204.9827 sheffernan@dudek.com	USC Executive Master of Urban and Regional Planning Cal Poly San Luis Obispo BS, City and Regional Planning	16 years Community planning, visioning studies, and urban design	 ✓ SBCCOG Land Use and Transportation CAP ✓ SCAG Other-to-Residential Toolkit
Grant Sles, Outreach Specialist/Translation 805.308.8523 gsles@dudek.com	UC Davis BS, Environmental Policy Analysis and Planning	4 years Housing policy, active transportation, and community engagement	✓ Yolo County CAAP✓ UC Davis Campus Energy Conservation Plan
CEQA			
Daria Sarraf, CEQA Lead 949.373.8300 dsarraf@dudek.com	USC MA, Environmental Studies BM, Harp Performance	8 years Environmental planning, air quality, GHG emissions	 ▲ LA County Department of Regional Planning Centennial Specific Plan Project EIR ▲ LA County Metro Area Plan PEIR

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Rachel Struglia, PhD, AICP, CEQA 949.373.8318 rstruglia@dudek.com	UC Irvine PhD, Environmental Analysis and Design Arizona State University MS, Justice Studies University of Connecticut BA, Anthropology	24 years Managing CEQA/NEPA documents	 ▲ Laguna Hills General Plan EIR Five Lagunas Addendum ▲ Long Beach Haynes Generating Station Intake Channel Infill Project MND
Hayley Ward, CEQA 949.373.8320 hward@dudek.com	University of San Diego BA, Environmental and Ocean Sciences	2 years Environmental and ocean sciences	 Newport Beach Newport Bay Crossing Project IS/MND Santa Monica City Yards Master Plan EIR Addendum
Support Staff			
Mark McGinnis, GIS 760.479.4298 mmcginnis@dudek.com	SDSU MA, Geography UC Santa Barbara BA, Geography	23 years Geospatial technologies and application development	 ✓ SBCCOG Land Use and Transportation CAP ✓ Rancho Mission Viejo Company Initial Management Action Plan
Raoul Rañoa, Graphic Design 626.204.9832 rranoa@dudek.com	Cal Poly Pomona BA, Communications	24 years Visual storytelling, climate resiliency projects	 ✓ Rialto CAP ✓ Yolo County CAAP ✓ DWR Prop 68 Technical Assistance Program: Communication, Engagement, Facilitation, and Technical Assistance for Tribal Governments and Unrepresented Communities

Name, Position, and Contact Information	Education	Years and Type of Experience	Select Relevant Transactions
Melanie Betlach, Graphic Design 760.479.4186 mbetlach@dudek.com	Academy of Art University MFA, New Media/Computer Arts UC Santa Cruz BA, Biology	22 years Graphic design, including branding, page layout, and outreach materials	 ✓ Yolo County CAAP ✓ DWR Prop 68 Technical Assistance Program: Communication, Engagement, Facilitation, and Technical Assistance for Tribal Governments and Unrepresented Communities
Richard McCann, Economics (M.Cubed) 530.757.6363 mccann@mcubed-econ.net	UC Berkeley PhD, Agricultural and Resource Economics MS, Agricultural and Resource Economics BS, Political Economy of Natural Resources University of Michigan MPP, Institute of Public Policy Studies	38 years Economic consulting and vulnerability analyses	 ✓ Delta Climate Change Vulnerability Analysis ✓ Imperial County Climate Action Plan



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

DISCLOSURE

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

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

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

SAMPLE PROFESSIONAL SERVICE AGREEMENT

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

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



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

EXHIBIT C

FEE SCHEDULE

DUDEK

City of Costa Mesa P2231040 Climate Action & Adaptation Plan - Revised August 2024 DUDEK FEE ESTIMATE

									Dude	ek Labor Hours and Project	l Rates											Subconsultant Fees				
		Senior Specialist				Senior Specialis	t			Director/Environ				Creative Services	Creative Services		Senior Specialist	Publications								
	Project Team Role:	ıii	Specialist III	Specialist V	Specialist II	ıii	Analyst III	Analyst III	Analyst II	mental	Specialist IV	Analyst II	Analyst I	IV	II	GIS Analyst IV	ıii	Specialist III			General Services	General Services	General S	Services		
						Shannon						Tuesday			Creative Services	Christopher		Publications					Michael I	Hondriy		
	Team Member:	Jennifer Reed	Sarah Halterman	Rose Newberry	Henry Eckold	Heffernan	Thomas Lenihan	Collin Paludi	Luis Valente	Rachel Struglia	Daria Sarraf	Christopher	Analyst I	Raoul Ranoa	II	Starbird	Mark McGinnis	Specialist III	TOTAL DUDEK	DUDEK LABOR	Fehr & Peers	M. Cubed	Consu	10	THER DIRECT	
	Billable Rate:	\$235.00	\$175.00	\$195.00	\$165.00	\$235.00	\$125.00	\$125.00	\$115.00	\$285.00	\$185.00	\$115.00	\$105.00	\$175.00	\$140.00	\$170.00	\$235.00	\$115.00	HOURS	COSTS	Hours Fee	Hours Fee	Hours	Fee		TOTAL FEE
Task 1	Project Management and Work Plan	50	50	2	2	2	2	2		2	2								114	\$23,130.00	26 \$5,090.00		2	\$390.00		\$28,610.00
	Data Collection, Existing Polices Review,																			, ,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
	and Best Practices Research	4	6	2	6		12	10	10				10						60	\$8,320.00			6	\$1,170.00		\$9,490.00
	Stakeholder Engagement and Community																									
	Outreach Strategy	12	14	16	30	36			30									6	144	\$25,940.00					\$2,000.00	\$27,940.00
Task 3	Public Engagement (Continued)																									
3.2	Pop-Ups and Events	2	4		4	8			20										38	\$6,010.00						\$6,010.00
3.3	Open House	2	4		4	8			20										38	\$6,010.00						\$6,010.00
3.4	Marketing Materials Generation	4	4		4	8									36				56	\$9,220.00						\$9,220.00
3.5	Survey	2	2	2		2			16										24	\$3,520.00						\$3,520.00
	Subtotal Task 3	10	14	2	12	26			56						36				156	\$24,760.00						\$24,760.00
	Greenhouse Gas Emissions Inventory	12	32				38	32											114	\$17,170.00	36 \$7,470.00		56	\$10,920.00		\$35,560.00
	Future Emissions Scenarios and GHG																									
	Reduction Wedge Analysis	6	20				20												46	\$7,410.00			12	\$2,340.00		\$18,210.00
	GHG Emission Reduction Measures	12	32		10		50	40										4	148	\$21,780.00	115 \$20,020.00	60 \$12,000.00	62	\$12,090.00		\$65,890.00
	Vulnerability Assessment and Adaptation																									
	Measures	4		26	36				50				70		16		2	16	220	\$29,600.00						\$29,600.00
	Implementation Plan	10	12	10	12		20	16	16				16					6	118	\$17,090.00		84 \$16,800.00	16	\$3,120.00		\$37,010.00
	Climate Action and Adaptation Plan																									
9.1	PDF Plan	26	30	12	20		26	26	28				18	15	50			62	313	\$45,365.00			28	\$5,460.00	\$2,000.00	\$52,825.00
I	Presentation of Draft and Final CAAP																									
9.2		16	16																32	\$6,560.00						\$6,560.00
9.3	Website Communication Plan	6	8	2	8		8							30	20	30		10	122	\$19,820.00						\$11,360.00
	Subtotal Task 9	48	54	14	28		34	26	28				18	45	70	30		72	467	\$71,745.00					\$2,000.00	\$79,205.00
	California Environmental Quality Act																		l							/
Task 10		8	4					24		16	50	124						40	266	\$38,250.00						\$38,250.00
	Progress Monitoring and Reporting	10	20				10	10										10	60	\$9,500.00			64	\$12,480.00		\$21,980.00
Task 12	Marketing and Communications Plan	6	6	4	6		6	6						10	10	10			64	\$10,580.00						\$10,580.00
	Total Hours		264	76	142	64	192	166	190	18	52	124	114	55	132	40	2	154	1977		177	144	246			
	Total	\$45,120.00	\$46,200.00	\$14,820.00	\$23,430.00	\$15,040.00	\$24,000.00	\$20,750.00	\$21,850.00	\$5,130.00	\$9,620.00	\$14,260.00	\$11,970.00	\$9,625.00	\$18,480.00	\$6,800.00	\$470.00	\$17,710.00		\$305,275.00	\$32,580.00	\$28,800.00		\$47,970.00	\$4,000.00	\$418,625.00

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

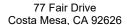
- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace,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

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

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

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

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





CITY OF COSTA MESA Agenda Report

File #: 24-371 Meeting Date: 10/15/2024

TITLE:

HOUSING ELEMENT IMPLEMENTATION UPDATE & DEVELOPMENT SERVICES PROCESS IMPROVEMENTS TO FACILITATE HOUSING DEVELOPMENT

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES

DEPARTMENT/PLANNING DIVISION

PRESENTED BY: ANNA MCGILL, PLANNING & SUSTAINABILITY

DEVELOPMENT MANAGER

CONTACT INFORMATION: ANNA MCGILL, PLANNING & SUSTAINABILITY

DEVELOPMENT MANAGER, (714) 754-5609

RECOMMENDATION:

Staff recommends the City Council receive the staff presentation regarding Housing Element implementation progress and development services resource enhancements and provide feedback.



City of Costa Mesa Agenda Report

77 Fair Drive Costa Mesa, CA 92626

Item #: 24-371 Meeting Date: 10/15/2024

TITLE: HOUSING ELEMENT IMPLEMENTATION UPDATE & DEVELOPMENT SERVICES PROCESS IMPROVEMENTS TO FACILITATE HOUSING DEVELOPMENT

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING

DIVISION

PRESENTED BY: ANNA MCGILL, PLANNING & SUSTAINABILITY DEVELOPMENT MANAGER

CONTACT INFORMATION: ANNA MCGILL, PLANNING & SUSTAINABILITY DEVELOPMENT MANAGER, (714) 754-5609

RECOMMENDATION:

Staff recommends the City Council receive the staff presentation regarding Housing Element implementation progress and development services resource enhancements and provide feedback.

BACKGROUND:

On May 9, 2023, the California Department of Housing and Community Development (HCD) confirmed by letter that the City's approved 6th Cycle (2021-2029) Housing Element meets the statutory requirements of State Housing Element Law and is complete. The letter also affirmed the State's expectation that the City would "continue timely and effective implementation of all programs".

• State HCD May 9, 2023 letter approving the Housing Element: https://www.costamesaca.gov/home/showpublisheddocument/54373/638198511785300000

The Housing Element, Chapter 4 Housing Plan, identifies specific programs aimed at providing additional housing opportunities, removing governmental constraints to affordable housing, improving the condition of existing housing, and providing equal housing opportunities for all residents. There are 47 programs identified in the Housing Element Chapter 4 (Housing Plan) slated for completion within the eight-year Housing Element planning period, most of which are slated for completion within three years from adoption (in 2026). Many of the approved programs are required by State law and each program is required to include a specific completion timeline.

 Housing Element, Chapter 4, Housing Plan: https://www.costamesaca.gov/home/showpublisheddocument/52834/638133568853530000

On December 12, 2023, staff provided the City Council a comprehensive overview of the Housing Element and its 47 programs, as well as applicable timelines and staffing for the phased implementation of these programs. A summary of the 47 programs with required timelines is attached to the December 12, 2023, Agenda Report (linked below).

Item #: 24-371 Meeting Date: 10/15/2024

December 12, 2023, Study Session Agenda Report:
 https://costamesa.legistar.com/LegislationDetail.aspx?ID=6447567&GUID=63280D11-8166-44E4-90A1-0F691DA8BF0F

ANALYSIS:

This presentation is intended to build from the prior study session and provide a status update on the programs and their ongoing rollout, including timelines and required resources associated with their completion.

REGIONAL HOUSING NEEDS ASSESSMENT (RHNA)/HOUSING PRODUCTION UPDATE

The City has a Regional Housing Needs Assessment (RHNA) allocation of 11,760 housing units to meet its portion of the projected regional housing needs (see Table 1 below). The City is not required to construct housing to meet its RHNA obligation; however, the City is required to have in place the land use provisions (i.e. zoning and other regulatory frameworks) and programs to facilitate housing.

Table 1: 2021 - 2029 City of Costa Mesa RHNA Housing Needs Allocation

Income Category	% of	Incom	e Range	RHNA Allocation	Pipeline
	Median Family Income	Min.	Max.	(Housing Units)	(Housing Units)
Very Low Income	0 – 50%		\$51,500	2,919 units	392
Low Income	51 – 80%	\$51,501	\$82,400	1,794 units	238
Moderate Income	81 – 120%	\$82,401	\$123,600	2,088 units	35
Above Moderate Income	> 120%	\$123,601	> \$123,601	4,959 units	2,395
			Total:	11,760 units	3,060

Throughout the 2021-2019 Housing Element planning period, the City continues to monitor and track the number of housing units in the "pipeline" (constituting projects within entitlement review, entitled, under construction and recently constructed). These units officially count towards the RHNA when a building permit is pulled. As of the release of the staff report, the City has 3,060 housing units in the pipeline, compromised of the following 14 distinct projects. These pipeline projects constitute approximately 26% of the City's total RHNA allocation and are categorized as larger scale projects (Table 2) and smaller scale projects, such as Accessory Dwelling Units (Table 3).

Table 2: City of Costa Mesa Pipeline Projects

Project Address	Project Status	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total Units
1683 Sunflower Avenue (One Metro West)	Entitled	67	39	-	951	1,057
1711-1719 Pomona Avenue	Entitled	-	-	-	8	8
1540 Superior Avenue	Entitled	-	-	-	9	9
3333 Susan Street (Hive Live)	Entitlement review in process	45	-	-	1,005	1,050
3150 Bear Street	Entitlement review in process	8	-	-	138	146
960 West 16 th Street	Entitlement review in process	-	-	-	38 (live work)	38
2020 Victoria Place	Entitlement review in process	-	-	-	40	40
215-223 Mesa Drive	Entitlement review in process	-	-	1	5	6
2205 Harbor Boulevard	Entitlement review in process	46	-	-	-	46
695 19 th Street (Jamboree Senior Housing)	Entitlement review in process	35	34	-	1	70
2193 Pacific Avenue	Entitlement review in process	-	-	-	10	10
2274 Newport (Homekey Phase 1)	Construction to start end of 2024	80	-	-	-	80
1400 Bristol Street (Homekey Phase 2)	Construction to start 2025	76	-	-	2	78
2039 Pomona Avenue (Bungalows Project)	Constructed	8	-	-	-	8
					Total:	2,646

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In addition, 414 small scale pipeline residential units (single-family, duplex, accessory dwelling units, etc.) are summarized by reporting year for the Annual Housing Element Progress report (October 2021-2023), included in Table 3 below. These units will count towards the City's RHNA for the current Housing Element planning period and have also been included in the totals for Table 1 above.

Table 3: Small Scale Pipeline Projects (Single Family-Duplex, Accessory Dwelling Units, etc.)

Annual Element Progress Reporting Year	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
October 2021- December 2022	14	78	16	24	132
2023	13	87	18	164	282
				Total:	414

Fairview Developmental Center

Lastly, the City, in conjunction with PlaceWorks, is preparing a Specific Plan, General Plan Amendment, and Environmental Impact Report to guide the reuse of the 113-acre State-owned Fairview Development Center (FDC). An update to this effort is detailed later in this report. The three land use concepts shared with the public during recent outreach efforts accommodate between 2,300 and 4,000 housing units. Of these units, the land use concepts further identified the potential for 575 very low, 325-345 low, and 325-690 moderate-income housing units. Accounting for the units in pipeline projects and FDC would equate to 5,360-7,060 total units, almost 50% of the City's RHNA.

HOUSING PROGRAMS ALREADY COMPLETED OR UNDERWAY

The December 12, 2023, City Council Study Session included a comprehensive overview of the City's 47 housing programs committed to in the 2021-2029 planning period. The following information focuses on housing program updates, progress, and implementation since the last study session. Attachment 1 provides an overview of the 47 programs (grouped into categories for ease of reference) and associated timelines for completion.

Monitoring and Preservation of At-Risk Housing Units [Program 1C]

The City has 1,144 total housing units with affordability covenants. Of these units, 75 very-low income are located at 1844 Park Avenue (Casa Bella Apartments) and were identified as at-risk of converting to market rate during the 2021-2029 Housing Element planning period. The City has reached out to the property management company (Moss Management Services, Inc.) and confirmed that they hold an agreement with the United States Department of Housing and Urban Development (HUD), which renews every five-years, and mandates restricting the units under an affordability covenant for the life of the project. As these units are no longer at risk of converting to market rate, this Housing Element program is considered complete.

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Promote Development of Accessory Dwelling Units (ADUs) [Program 3E]

In compliance with the Accessory Dwelling Units: Preapproved Plans Act (AB 1332), the Economic and Development Services Advance Planning staff is developing a program for access to preapproved accessory dwelling unit plans, which will be available on the City's website by January 1, 2025. This program will allow architects, contractors, and ADU construction companies to submit for review and approval preapproved ADU plans/designs. Costa Mesa residents would then be able to pick any of the preapproved ADU plans on the City's website and submit for an expedited review process. Applicants will still need to provide certain property-specific information such as a site plan, Title 24 (energy code) analysis, roof truss calculations, etc. The program is intended to facilitate development of ADUs for Costa Mesa residential property owners who will benefit from a pre-vetted list of ADU designs that can be reviewed and approved expeditiously by the Economic and Development Services Department.

Bridge Homeless Shelter [Program 4F]

In April 2021, the City of Costa Mesa completed the construction of its permanent Bridge Shelter containing 72 beds. On June 6, 2023, the City Council approved a capacity increase to 85 beds. On August 1, 2023, the City Council approved the submission of a joint application with the Orange County Health Care Agency to the State Department of Health Care Services for funding to add yet another 15 behavioral health beds and associated services at the Shelter. The City has since received an award of \$4.2 million dollars to implement the additional beds, and the Shelter's total capacity has now increased to 100 beds. With the Shelter in full operation, the City is able to assist up to 100 residents at one time and connect them with services and potential permanent housing solutions.

In addition, on December 7, 2023, the CalOptima Board of Directors selected Costa Mesa as one of two cities to receive their innovative Street Medicine Program, which delivers primary and behavioral health care to both sheltered and unsheltered people. The Street Medicine at the Bridge Shelter launched on August 12, 2024, and services are being provided to the public.

Regional Assessment of Fair Housing/Five-Year Consolidated Plan [Program 4A]

The City is participating in a Regional Assessment of Fair Housing in accordance with current U.S. Department of Housing and Urban Development (HUD) guidelines for 2025-2029, along with 33 other participating jurisdictions in Orange County. Community meetings throughout the fall/winter will be held across the county to obtain input on fair housing issues that affect residents in Orange County. Additionally, Economic and Development Services CDBG staff is updating its Five-Year Consolidated Plan, which identifies the City's housing and community needs and outlines a strategy to address identified needs utilizing HUD funds (CDBG and HOME). City staff are preparing to release a survey and schedule community meetings to solicit local resident input regarding housing and community development needs. To facilitate the Costa Mesa senior community input, Economic and Development Services CDBG staff provided an informational booth at the recent Senior Center Health Fair. More information on the Regional Assessment of Fair Housing and Five-Year Consolidated Plan can be found on the City's website below, under the "Five-Year Consolidated Plan" tab.

 Housing and Community Development: https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/housing-and-community-development

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The Bungalows Project (2039 Pomona Avenue) [Program 4A]

This project included remodeling six existing dwelling units and constructing two additional detached accessory dwelling units. The Economic and Development Services Department's Planning and Building divisions worked diligently with "Families Forward" to swiftly complete entitlements and permits for this project. The site is managed by "Families Forward" and provides housing for families experiencing homelessness. The project was completed in early 2023. Families Forward partnered with HomeAid Orange County, a Tustin nonprofit that coordinates with building professionals willing to offer material discounts, labor, and in-kind donations to reduce the costs of building projects for those at risk of homelessness. Occupants of the "The Bungalows" are selected through an application process, with preference given to those with residential, professional, or educational ties to Costa Mesa currently experiencing homelessness, living in a shelter or in temporary accommodations. Under the living arrangement, residents of "The Bungalows" will pay an affordable monthly rent, ranging from approximately \$1,150 to \$1,350 per month, while receiving ongoing assistance, education and services designed to help them regain financial self-sufficiency. With in-kind donations reducing costs by more than \$500,000, the total cost of the project was approximately \$4 million dollars. To help bridge the financial gap, the Costa Mesa City Council in November 2022 granted \$975,000 in Federal American Rescue Plan Act funding to Families Forward to complete the work. This project is now complete, and the units are fully occupied.

Project Homekey (2274 Newport Boulevard) [Programs 3F and 4A]

The Motel 6 property located at 2274 Newport Blvd involves the acquisition and two-phase adaptive reuse of an 88-unit motel into permanent housing. All motel rooms will be converted to 300-square-foot studio apartments with new kitchenettes, countertops, flooring, paint, fixtures, appliances, and furniture. Additional common areas for residents will include a new outdoor patio, smoking area, dog run, and community garden to encourage social interaction among residents. Pedestrian access at Newport Blvd will be enhanced, encouraging residents to walk to nearby community and commercial amenities. Aesthetic improvements will include building façade enhancements, public art, and substantial upgrades to existing landscaped areas. This project will be developed in two phases.

Phase I includes making 40 housing units available to individuals earning 30% or less than the Area Median Income, 30 of which are permanent supportive housing units serving homeless veterans, and 10 of which are for homeless individuals who meet the Mental Health Services Act eligibility criteria. Funding resources for construction of Phase II have been secured and building permit plans are in review. Construction is expected to commence by the end of the year. To help finance the project, the Costa Mesa City Council approved a \$3.5 million ARPA funded grant, a \$1.5 million HOME funded loan and an \$850,000 Low and Moderate Income Housing Fund loan to help finance the project.

Project Homekey (1400 Bristol Street) [Programs 3F and 4A]

A second Homekey Project has been approved at the former Travelodge Inn at 1400 Bristol Street. American Family Housing, Inc. and the County of Orange have secured a \$29.0 million dollar grant to acquire the site and convert existing rooms into 76 income/deed-restricted and two manager's units. Construction is anticipated to begin in 2025. For this project, the City Council approved a \$1.5 million ARPA funded grant and a \$2.5 million Low and Moderate Income Housing Fund loan to help bridge the remaining funding gap.

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Jamboree Senior Housing Project (Senior Center 695 West 19th Street) [Programs 2D and 4A]

In 2020, the City Council approved an Exclusive Negotiating Agreement (ENA) to partner with Jamboree Housing Corporation in determining the feasibility for the right to acquire a long-term leasehold interest in an approximately 0.90-acre portion of the parking lot at the Senior Center to develop affordable housing for Costa Mesa's seniors.

The Urban Master Plan Screening for the project was presented to the City Council at its February 20, 2024, meeting and the project is in entitlement review. Since this meeting, the applicant has increased their unit count from 60 to 70 affordable housing units, (69 senior units plus one manager's unit). The units will be restricted to provide a combination of very low- and low-income units, including 34 permanent supportive housing units.

Affordable Housing (Inclusionary) Ordinance [Program 2A]

The City initiated the affordable housing ordinance effort in 2021 by retaining Keyser Marston Associates (KMA). KMA and staff completed the required Financial Evaluation and held 17 stakeholder meetings, as well as numerous Planning Commission and City Council meetings to develop and finalize the draft Ordinance. On April 2, 2024, the City Council approved a motion to make changes to the Ordinance and bring back for a second reading. On August 6, 2024, after extensive discussion and deliberation, the City Council gave second reading and adopted the Ordinance and approved, by resolution, in-lieu fees. The Ordinance went into effect on September 6, 2024.

Housing Trust Fund

To further support affordable housing efforts, a \$2.5 million contribution was made during the budget making process for Fiscal Year 2024-25, from the City's General Fund for a new Housing Trust Fund including a first-time homebuyer's program. Staff will be bringing the item back to the City Council to further elaborate on and finalize the housing activities eligible for the Funds. Please note this fund is separate and apart from the Housing Authority Fund that contains funding for the Citywide rezoning and visioning efforts financed by year-end General Fund savings in previous years. It is also separate and apart from the In-Lieu-Fee Fund that will potentially receive affordable housing in-lieu payments from developers pursuant to the City's adopted Affordable Housing Ordinance.

Fairview Developmental Center Specific Plan [Program 3B]

Staff initiated the Fairview Developmental Center (FDC) Specific Plan project in 2023, retaining "Placeworks" and advance planning staff to manage the \$3.5 million-dollar, two-year project. The current phase of the project generally includes the preparation of a specific plan and associated environmental review for the re-use of the site with a range of affordable and market rate housing.

Since the last study session with City Council, technical studies have been completed and the City continues to hold bi-weekly coordination meetings with the State Department of General Services (DGS) and Department of Development Services (DDS). In addition, staff and Placeworks have coordinated and hosted 18 community outreach events on the visioning and land use framework, as well as land use concepts, mobility, and urban design.

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It is anticipated that in December 2024, the Planning Commission will hold a Study Session to obtain input on the land use concepts that were presented to the community, as well as financial information which will be used to create a preferred land use plan for the FDC Specific Plan. Soon after the Study Session, staff anticipates returning to the Planning Commission for a recommendation to the City Council on the preferred plan for final direction. Following these hearings, staff will proceed with preparation of the specific plan and environmental review. More information on this process can be found on the project webpage: fdcplan.com.

General Plan Amendments (Specific Plan Amendments/Land Use), Rezoning of Corridors and Urban Plans and Objective Design Standards ("Citywide Rezone Program") [Programs 3C, 3D, 3H, 3I, 3J, 3N, 3R]

In addition to the pipeline housing projects mentioned above that are currently underway, and the future redevelopment of the Fairview Developmental Center, which combined total approximately 5,360 units, or 46 percent of the City's RHNA allocation, the separate "citywide rezone program" will create the framework for additional future development of new housing in compliance with the City's Housing Element. These programs are complex multi-year efforts that will require policy and process modifications to facilitate new development while preserving existing residential neighborhoods. These major programs will involve community visioning and engagement, as well as environmental review to comply with the California Environmental Quality Act.

1. Community Visioning and Objective Residential Design Guidelines for properties within Urban Plan Areas and along the City's Commercial and Industrial Corridors:

Various state laws, such as the State Housing Accountability Act (SB 167), Streamlined Affordable Housing Act (SB35/SB423), Housing Crisis Act (SB 330), Housing and High Road Jobs Act (AB 2011), and Affordable Housing on Faith Lands Act (SB 4), require a streamlined review and approval process for qualifying residential projects that meet objective standards.

Objective design standards as defined under State law are "standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal" (California Government Code Section 65913.4).

Through the community visioning process, the community will help refine design requirements that create high-quality neighborhoods but can also accommodate the range of densities necessary for Housing Element compliance. The design standards and guidelines will be crafted to provide more certainty in the housing permitting process and to ensure quality developments at a variety of scales.

 General Plan, Specific Plan and Urban Plan Amendments [Programs 3C, 3D, 3H, 3I, 3J, 3N, 3R] focusing on Creating Housing and Revitalization Opportunities along the City's Commercial and Industrial Corridors:

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The Housing Element identified 97 "housing opportunity sites" to accommodate projected housing needs, primarily along commercial and industrial corridors. Only three of these sites are vacant. Presently, residential, and mixed-use development on 79 of the opportunity sites are guided by Specific Plans and Urban Plans that were approved many years ago.

Building upon the completion of residential design guidelines and objective design standards described above, the City will update and incorporate those community visions and standards into the City's General Plan, North Costa Mesa Specific Plan, and Urban Plans. The following updates are anticipated and may be phased for efficiency of resources:

- Incorporate objective design standards into the General Plan
- Update the North Costa Mesa Specific Plan
- Update or replace the City's Urban Plans (19 West Urban Plan, SoBECA Urban Plan, Mesa West Bluff Urban Plan, and Harbor Mixed-Use Overlay)
- Create Corridor Plans or applicable Mixed-Use Zoning Districts
 - Harbor Boulevard
 - 17th Street Corridor Area
 - Bristol Street
- Update the Newport Boulevard Specific Plan
- o Evaluate the potential for residential opportunities in airport industrial areas

3. Zoning Ordinance Updates

- a. Definitions [Programs 2F (persons with disabilities), 2H, 2J, 2O, and 4E]
- b. Development Standards [Programs 2E, 2M, 4G, and 4E]
- c. Planning Application Fees (2K)

These programs require analysis, and where necessary, updates to residential parking standards, certain housing definitions and terminologies, and changes to the City's development review process and findings to help streamline project approvals. It is anticipated that these updates will be included in the citywide rezone program update. However, certain minor amendments to comply with State law or correct inconsistencies will be incorporated in the City's annual code clean-up effort, anticipated to be brought to hearing in winter 2024/25. The objective of Program 2K is to review application fees, with a special focus on the density bonus fee, and update the fee(s) to avoid creating a constraint to the development of affordable housing. Additionally, the citywide rezone program will necessitate further review of the local development review process for new housing application types and planning application fees.

The City has prepared a Request for Proposals (RFP) for a qualified, innovative, and dependable multidisciplinary consultant to work with the Economic and Development Services Department to implement the identified Housing Element programs that will involve re-zoning portions of the City, and updating, and/or creating new policies, procedures, and development standards to encourage and facilitate housing development. Staff anticipates a minimum of two (2) years to complete this effort, which will include the zoning code, General Plan, and other adopted plans to be amended, primarily due to the City's current extensive and varied land use regulations. The RFP will be released in October 2024 with a final contract returning to the City Council for approval in early 2025.

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4. Safety Element Update and Environmental Justice Policies [2G]

In conjunction with the Climate Action Adaption Plan process, intended to commence before the end of the year, with a contract being presented to the City Council for approval in October, a working draft of the Safety Element has been prepared that incorporates references to the City's Local Hazard Mitigation Plan, as well as to address other applicable State laws (SB 1035-Flood and Hazards and AB 747/SB 99-Evacuation Routes).

As part of this process, staff will also be evaluating other General Plan Elements to incorporate environmental justice policies pursuant to the Planning for Healthy Communities Act (SB 1000). This law requires the City to develop and incorporate General Plan policies for lower income areas of the community that are disproportionately burdened by pollution and other hazards that can lead to negative health outcomes. Part of this effort will be to identify existing General Plan policies that address environmental justice issues. The specific purpose of SB 1000 is to "address unique or compounded health risks in disadvantaged communities by decreasing pollution exposure, increasing community assets, and improving overall health" (Office of Planning and Research, General Plan Guidelines June 2020).

ORGANIZATIONAL RESOURCE ENHANCEMENTS

Implementation of the ambitious programs in the Housing Element has necessitated review and reconsideration of the organizational structure of the Development Services Department, staffing levels, and citywide resources. Additionally, the Economic and Development Services Department continues to refine and enhance development permit processes in order to deliver more efficient, swift and comprehensive customer service. (Further information regarding current and future improvements to the City's development processes, including an update on the implementation of the City's Totally Electronic Self Service Application (TESSA), and other upcoming process enhancements, will be provided to the City Council in November.)

Organizational Structure

A significant organizational change within the Economic and Development Services Department was the creation of a dedicated advance planning team focused on the development and implementation of the City's long-range planning programs, including but not limited to the following tasks:

- Housing Element Implementation: FDC Specific Plan, intensive zoning code amendments, rezoning and General Plan amendments required to implement Measure K, development of objective design standards, and other programs identified in the approved Housing Element.
- Inclusionary/Affordable Housing Ordinance: implement, monitor, manage and enforce the adopted inclusionary ordinance. These tasks include but are not limited to assisting developers with the City's new inclusionary housing program, the collection and management of in-lieu fees, preparation of requests for proposals for housing projects funded by in-lieu fees, agenda reports for allocation of in-lieu housing funds, creation of community development partnerships, preparation and monitoring of affordable housing agreements for inclusionary projects, annual rent certifications to ensure required units are rented to households at the appropriate income levels, and appropriate tracking and reporting of units to the State annually.

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• <u>Climate Action Adaption Plan</u>: manage the City's Climate Action Adaption Plan process in conjunction with other City departments, including updates to the General Plan Safety Element and identification/creation of Environmental Justice policies.

- <u>Monitor/Implement State Legislation</u>: monitor state legislation and identify any zoning code updates for compliance with state law.
- <u>Grants</u>: monitor grant opportunities for advance planning projects, applying for applicable grants, and process grant reimbursement for awarded grants.

Staffing

The dedicated advance planning team consists of one (1) Assistant Planner, one (1) Senior Planner, and one (1) Principal Planner. City staff also requested one (1) additional full-time Planning and Sustainable Development Manager as part of the mid-year budget amendments in FY23-24 to oversee and lead the team focused on these efforts. This position was filled in June 2024.

In addition, a new full-time Building Permit Technician position was added to the budget in order to better streamline and expedite permit processing for all types of projects. Future staffing enhancements, if any, will be recommended in future years' budget making processes.

Next Steps

This report provides an update on the City's housing element implementation to date, and the status of achieving the goals outlined in the 47 programs contained therein. Due to the City Council's outstanding leadership and focus on this crucial area, the City has been able to achieve completion status for some of the plan's programs and is well underway on many others. Project entitlements have already been granted, or are currently under review/in process, for about 26 percent of the City's 11,760 housing units RHNA allocation. Moreover, the City's extensive efforts and progress with the State Department of General Services on the redevelopment of Fairview Developmental Center is a significant accomplishment, bringing the total number of housing units for which there has been significant preparation and work done to essentially 50 percent of the City's RHNA allocation.

That said, there is still more work to be done. In the coming weeks, the other major programs in the housing element's implementation will get further underway, most notably the visioning process that will set the groundwork for extensive rezoning efforts to facilitate housing development along the City's major commercial corridors moving forward, while Staff continues to implement the largest single housing development project on surplus land currently underway with the State.

<u>ALTERNATIVES:</u>

This is an informational item only.

FISCAL REVIEW:

The item is informational in nature and has no impact on the City's budget. The Housing Authority Fund 222 budget includes \$2.4 million towards the Housing and Visioning Plan implementation.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report as to form.

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CITY COUNCIL GOALS AND PRIORITIES:

- Diversify, stabilize, and increase housing to reflect community needs.
- Advance environmental sustainability and climate resiliency.
- · Achieve long term fiscal sustainability.

CONCLUSION:

This is an informational item regarding Housing Element implementation progress, organizational resources, and staffing updates related to housing development. Staff recommends that the City Council receive and file this report and provide feedback as appropriate.

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																							ATTACHMENT
	Earlier Start	2024					2	2025		2026					2		2028				Progress	Housing Element	
	Date	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	FIOGIESS	Program
Residential Assistance Programs													_										
Residential Units Rehabilitation Programs																						100%	1A, 1B, 3F
Supportive Services for: - Persons with Special Needs - Homeless Shelter																						100%	2C, 4D, 4F
Monitoring and Preservation of At-Risk Units																						100%	1C
Information Distribution																							
Update Housing Element webpage to highlight Housing Programs	2023																					20%	3A, 3L, 3M, 3O, 3Q, 4A, 4B, 4C, 4H
Identify Partnerships for Housing	2023																					70%	2B, 2D, 3K, 4I
Develop user-triendly guidelines to implement existing housing provisions	2023																					50%	2I, 2L, 3E, 3P
Zoning Ordinance Updates (Clean Up)																							
Residential Parking																						50%	2M, 2E, 4G
Update Zoning Standards for compliance with State requirements																						30%	2F, 2H, 2J, 2N, 2O, 2P, 3F 3S, 4E
Review of Housing Fees																							
Review Planning Application Fees																						25%	2K

	Earlier Start		20	2024		2025					2	2026			2	027		2028				Progress	Housing Element
	Date	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	11081633	Program
Advance Planning																							
Affordable Housing Ordinance & In-Lieu Fees	2023																					100%	2A
Housing Trust Fund																						100%	n/a
Community Visioning and Objective Design Guidelines																						10%	3C, 3D, 3H, 3I, 3J, 3N, 3R
General Plan Update, Specific Plan, Rezoning and I	Program El	IR																					
Fairview Developmental Center (FDC) - Specific Plan	2023																					40%	3B
General Plan Amendments: Specific Plan Amendments - Land Use/Circulation/Community Design					onsultant ection								ze Project cription									10%	3C, 3D, 3H, 3I, 3J, 3R
Rezoning of Corridors and Urban Plans					onsultant ection								ze Project cription									10%	3C, 3D, 3H, 3I, 3J, 3R, 3N
General Plan Amendments: Safety Element, Environmental Justice and Climate Action Adaptation Plan					ntract proval																	30%	2G

egend:

Indicates programs that are in progress or identified for future progress

Indicates programs that require ongoing monitoring and action throughout

Environmental Review under Californa Environmental Quality Act (CEQA)

	ACHMENT 1: HOUSING PLAN DGRAMS	TIMEFRAME NOTED IN HOUSING ELEMENT							
	EGORY I: Building Upon Existing Progra								
	Residential Assistance Programs								
1A	Owner-Occupied Housing Rehabilitation	Annual Review/ Modifications by December 2023							
1B	Mobile Home Rehabilitation	Annually market assistance available and grant funding on a case-by-case basis.							
1C	Monitoring and Preservation of At-Risk Housing Units	Coordinate with property owners of at-risk units through the end of financial agreements. Annually market tenant education information and available assistance.							
2C	Supportive Services for Persons with Special Needs	Annually outreach to local organizations and provide information online regarding the Annual Action Plan findings regarding special needs populations and availability and allocation of CDBG funds.							
4D	Fair Housing Assistance (contract throughout planning period)	Contract with the Fair Housing Foundation throughout the planning period and promote updated information on available services online by Winter 2025.							
4F	Homeless Shelter	Annually review and, if necessary, revise services and assistance programs available based on funding availability. Annually meet with homeless services providers to respond to the needs of persons experiencing homelessness and identify potential opportunities.							
2: Ir	nformation Distribution								
2B	Affordable Housing Development	Establish incentives and instructional materials by December 2023. Pursue funding and partnership annually. Meet with organizations annually							
2D	Facilitate Development of Senior Housing Options	Annually meet with senior housing developers to receive feedback, market housing sites adequate for the development of senior housing and pursue other opportunities for senior housing development							
21	Promote State Density Bonus Incentives	To be completed by December 2024.							
2L	Development of Housing for Extremely Low and Lower-Income Households	Complete by December 2024							
3A	Adequate Sites	Publish by December 2023							
3E	Promote the Development of Accessory Dwelling Units	Program components analyzed within by December 2023., with implementation by December 2024. Review and revise the ADU ordinance within one year.							
3K	Explore Potential Future Housing Opportunities on Church Sites	Develop online materials on the development process by December 2023 and update, as necessary							
3L 3M	Annual Progress Reports ADU and JADU Monitoring Program	Annually complete and submit an Annual Progress Report to HCD. Monitoring program created by Winter 2025. Reviews conducted every two years throughout the planning period, and potential adjustments made within six months.							
30	Deliver a copy of the adopted Housing Element to Water and Sewer Providers	To be completed by July 2023							

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3P	Federal/State Housing Programs	Annually market available Federal and State housing programs and grants. Meet with qualified interested parties annually to provide technical assistance. Partner with the OC Housing Finance Trust throughout the planning period to identify additional potential funding sources
3Q	Lot Consolidation (Housing Opportunity sites that are smaller than half an acre)	To be completed by December 2023., outreach and promote lot consolidation to the development community/property owners, and publish and maintain updated information on the City's lot consolidation processes and fees online and at City Hall.
4A	Fair Housing	Annually outreach to local organizations and lower income communities to discuss fair housing issues and promote actions to mitigate local contributing factors. Promote available funds, ownership information, and details on affordable housing units on the City's webpage by Winter 2025.
4B	Rental Housing Assistance	Promote OCHA Housing Choice Voucher information and rental housing assistance programs, as available, on the City's website.
4C	Ownership Housing Assistance	Annually evaluate and, as funding is available, offer ownership housing assistance programs. Promote informational materials online and at City hall on potential paths to home ownership and on assistance and resources available by Winter 2025.
4H	Housing Education and Outreach Program	Develop program by December 2023 and distribute materials by December 2024.
41	Partnership with local Orgnaizations and Community Groups	December 2024
3: Z	oning Ordinance Updates	
2E	Encourage Development of Housing Options for Large-Family Households	Review development standards for larger units and, if necessary, amend the Zoning Code by Winter 2025. Annually meet with housing developers to encourage the development of larger units
2F	Persons with Physical and Development Disabilities	Review procedures to accommodate ADA retrofit efforts, ADA compliance and/or other measures where appropriate, and, if necessary, amend the Zoning Code by Winter 2025
2H	Farmworker Housing	To be completed by December 2023
2J	Transitional and Supportive Housing	To be completed by December 2024.
2M	Parking Standards for Residential Developments	Review by December 2024; revise Code by Winter 2025
2N	Reasonable Accomodation	Review and Revise Winter 2024
20	Definition of Single Housekeeping Unit	Review and revise Code by December 2024
2P	Group Homes	Review and Revise Winter 2024
3F	Motel Conversions, Efficiency Units, and Co-Living Housing Types	To be completed by December 2024
3S	Review and Revise Findings	To be completed by December 2023.
4E	Low Barrier Navigation Centers	December 2024
4G	Assembly Bill 139 - parking provisions for emergency shelters	Winter 2025

4: R	EVIEW OF APPLICATION FEE										
2K	Planning Application Fees	To be completed by December 2024									
CATI	EGORY II: Creating the Framework for N	ew Housing and Revitalization									
	1: Community Visioning and Objective Residential Design Guidelines for properties within Urban Plan Areas and along the City's Commercial and Industrial Corridors										
	2: General Plan, Specific Plan and Urban Plan Amendments [Programs 3B, 3C, 3D, 3H, 3I, 3J, 3N, 3R] focusing on Creating Housing and Revitalization Opportunities along the City's Commercial and Industrial Corridors										
3B	Fairview Development Center -State Property	Negotiate agreement to develop housing at the Fairview Developmental Center site by Winter 2025 or as modified by the State. If unsuccessful, identify additional sites to accommodate shortfall									
3C	Update the North Costa Mesa Specific Plan	To be completed by Winter 2025									
3D	Update thje City's Urban Plans and Overlays	To be completed by Winter 2025									
3H	Analyze the Potential of Establishing an Overlay to Permit Residential Use in the Airport	To be completed by Winter 2025									
31	Analyze the Potential of Establishing an Overlay to Permit Residential Uses in the 17th Street Corridor Area	To be completed by Winter 2025									
3J	Analyze the Potential of Modifying the Newport Boulevard Specific Plan to Promote Residential Uses Along Newport Blvd	To be completed by Winter 2025									
3N	Candidate Sites used in previous Housing Elements	To be completed by Winter 2025.									
3R	Development of Large Sites	Direct outreach to property owners two times per year throughout the planning period. Review of development progress and potential identification of additional candidate housing sites following the schedule within the objectives									
3. G	eneral Plan Amendments – Safety Eleme	· · · · · · · · · · · · · · · · · · ·									
2G	Safety Element Update and Adoption of Environmental Justice Policies	To be completed by December 2023									

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA

Agenda Report

File #: 24-365 Meeting Date: 10/15/2024

TITLE:

ACCEPTANCE OF PART 1 OF THE STORM DRAIN MASTER DRAINAGE PLAN (SDMDP)

UPDATE

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council accept Part 1 of the Storm Drain Master Drainage Plan (SDMDP) update consisting of the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements.

BACKGROUND:

In 2006, the City Council amended Costa Mesa Municipal Code Section 15-64 (Title 15, Chapter III) to identify and put into effect a Storm Drain Master Drainage Plan (SDMDP). The 2006 SDMDP was approved by the City Council and analyzed the existing storm drain system throughout the City using a "Rational Method". The detailed analysis aimed to model the effects of 25-year and 100-year design storms on the City's storm drain system. The 2006 SDMPD proposed storm drain upgrades and estimated storm drain improvement costs throughout the City.

On September 15, 2020, the City Council awarded a Professional Services Agreement (PSA) to Q3 Consulting (Q3) to complete an update to the City's SDMDP. Similar to the 2006 SDMDP, the current update is divided into three parts for a comprehensive and thorough analysis.

Part 1 focuses on the hydrologic modeling, planning, design, and maintenance of the City's storm drain system as it operates today and proposes ranked improvements for future upgrades to the City's storm drain system. Part 1 includes an Existing Conditions Assessment Report (ECAR) and a Proposed Drainage and Water Quality Improvements report. The reports can be found on the City's website at www.costamesaca.gov/storm.

Part 2 of the SDMDP is the City's drainage fee and Finance study update. This update is derived from proposed improvements outlined in Part 1, current existing parcel land use types, and the City's 2035 land use plan types with updated housing elements. It includes projected costs of upgrading regional flood control facilities, water quality facilities, and implementing storm water quality permit requirements. The Drainage Fee and Finance study is scheduled for completion by early 2025.

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Part 3 of the SDMDP includes the design of the Westside storm drain improvement plans and the design of advanced stormwater monitoring and warning systems. These specific designs are scheduled for completion by the end of 2025.

The first part of the Storm Drain Master Plan update began with collecting new storm drain system maps and data throughout the City and then using that information to update the City's existing storm drain Geographic Information System (GIS). Q3's team updated the GIS to include drainage projects built since the 2006 SDMPD. With the completion of the updated GIS, a new hydraulic model of the existing condition of the City's current storm drain system could be developed. The computer model was generated with the latest storm drain analysis tools and storm drain system modeling software to identify and rank drainage "hotspots" throughout the City. The analysis focused on areas with the highest depth of ponding during a modeled 25-year design storm on major thoroughfares and roads with the highest potential impact on emergency services and essential facilities. The ECAR provides the commentary, evaluation, and analysis of the existing storm drain system models and identifies and ranks stormwater drainage hotspots in the City.

Once staff reviewed and tentatively approved the ECAR, the next step involved developing the Proposed Drainage and Water Quality Improvements and the Storm Water Alternatives Improvement Maps (SWAIM). The stormwater alternative maps propose to upgrade or expand existing City facilities to accommodate designed stormwater flows. The drainage projects being proposed included pipe rehabilitation technologies, replacing sections of storm drain pipe, adding water quality features, and installing Best Management Practices (BMPs), such as infiltration galleries, diversion systems, capture and re-use, bio-filtration, detention/retention facilities, and proprietary capture and treatment systems. The proposed drainage improvements throughout the City will serve as the basis for the City's 20-year Stormwater Capital Improvement Program (CIP). They will be the basis for future drainage fees that will be developed and proposed in the next part of the SDMDP Update.

ANALYSIS:

Two (2) community outreach meetings were held to review the progress of the SDMDP update with community stakeholders and to elicit feedback from the community.

The first community meeting was held on June 16, 2022, where Q3 and City staff presented the Existing Conditions Assessment Report (ECAR) to the community. Residents and local business owners were encouraged to review the ECAR report, present questions, and provide feedback. Q3 discussed and presented the preliminary priority ranking analysis at this meeting, which was then used to focus on those locations where stormwater alternatives are most justified.

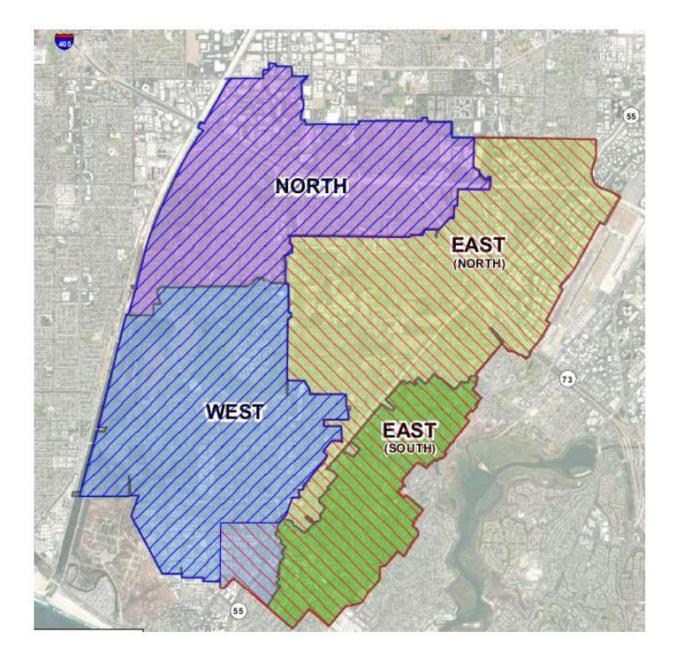
The Storm Water Alternative Improvement Maps (SWAIM), which are part of the Proposed Drainage & Water Quality Improvements report, were presented and reviewed at the second community meeting scheduled on April 26, 2023.

Based on the results of the ECAR, the purpose of this part of the drainage study was to evaluate the City drainage infrastructure using a more advanced stormwater modeling software and provide an alternative in identifying more economically feasible flood control solutions than proposed in the previous 2006 SDMDP.

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In addition, staff met with representatives from the Coastal Corridor Alliance (CCA) and the Mountains Recreation & Conservation Authority (MRCA) on September 16, 2024, to answer questions related to the SDMDP. Potential future capital projects were also topics discussed, and more consultation is being planned as this SDMDP develops.

The City of Costa Mesa has two main watersheds. The Santa Ana River watershed is associated with the City's west side, and the Newport Bay watershed is related to the City's east side. In order to manage the large size of the City and these watersheds, the City is divided into four (4) areas of analysis, as shown in the map below:



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Each area has its own set of alternative improvement maps and proposed stormwater system upgrades that improve upon the existing storm drain systems. The SWAIM also includes cost estimates for each area's proposed storm drain improvements.

Additionally, the proposed drainage and water quality report also provides an estimated cost of maintaining/implementing water quality measures and an estimated cost of replacing aging corrugated metal pipes (CMP) throughout the City.

A summary of the preliminary storm drain improvement costs is listed below:

	ies		
	Storm Drain	Water	CMP
Location	Flood Control	Quality	Replacement
West (W)	\$32,760,000		
North (N)	\$10,885,000		
East (North) (En)	\$7,750,000		
East (South) (Es)	\$41,180,000		
Total	\$92,575,000	\$12,540,000	\$7,589,000
TOTAL STORM DRA	IN IMPROVEMENTS:	\$112,704,000	

Therefore, staff is recommending that the City Council accept Part 1 of the Storm Drain Master Drainage Plan update.

ALTERNATIVES:

This item is administrative in nature, and there are no alternatives to be considered.

FISCAL REVIEW:

Part 1 of the Storm Drain Master Drainage Plan (SDMDP) has no direct fiscal impact to the City. It examines the existing condition of the City's storm drains and establishes a prioritization plan that estimates costs to improve the highest priority storm drains, citywide.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council accept Part 1 of the Storm Drain Master Drainage Plan (SDMDP) update consisting of the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements.