

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 18<sup>th</sup> day of February 2025 (“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 implement several of the City’s Housing Element programs, that will involve rezoning portions of the City, and updating, and/or creating new policies, procedures, and development standards to encourage and facilitate housing development, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Million Eight Hundred Fifty Thousand Six Hundred Eleven Dollars (\$1,850,611.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth on pages 26-27 in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Sixty (60) months, ending on February 17, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Dudek  
605 Third Street  
Encinitas, CA 92024  
Tel: 760-479-4858  
Attn: Joseph Monaco, President

IF TO CITY:

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

Courtesy copy to:

City of Costa Mesa

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

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

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

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

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

6.13. Cooperation. In the event any claim or action is brought against City relating to



Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *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, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Monaco, AICP – President/CEO

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Anna McGill  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Carrie Tai  
Economic and Development Services Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL 25-10**

**FOR**

**HOUSING ELEMENT REZONING PROGRAM & ENVIRONMENTAL IMPACT REPORT**



**Economic and Development Services Department**

**CITY OF COSTA MESA**

**Released on October 22, 2024**

## REQUEST FOR PROPOSAL FOR HOUSING ELEMENT REZONING PROGRAM & ENVIRONMENTAL IMPACT REPORT

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for the Housing Element Rezoning Program and Environmental Impact Report for the Economic and Development Services Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 years. 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 \$189.9 million and a total budget of over \$240.10 million for fiscal year 2024-2025.

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

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

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

The successful Proposer shall have experience in the types of services described in **Appendix A – Scope of Work**. 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 checks, 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 the 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:

<b>Release of RFP</b>	<b>October 22, 2024</b>
<b>Mandatory Pre-Proposal Conference</b>	<b>November 5, 2024, at 10:00am</b>
<b>Deadline for Written Questions</b>	<b>November 7 at 11:00am</b>
<b>Responses to Questions Posted</b>	<b>November 12, 2024</b>
<b>Proposals are Due</b>	<b>November 19, 2024, at 2:00pm</b>
<b>Approval of Contract</b>	<b>TBD</b>

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

**Pre-Proposal Conference:** A **MANDATORY** Pre-Proposal conference will be held on **November 5, 2024, at 10:00 a.m.** via ZOOM. An addendum will be released on PlanetBids with a link. A pre-proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a) The Proposer must have a Project Manager assigned to the Contract with at least eight years of experience within the last ten years, providing services equivalent to the services identified in **Appendix A**.

b) The Proposer must provide three references indicating a key role in the delivery of municipal projects of similar scope that have been completed within the last six years in California. Projects may include zoning code updates, general plan updates, creating objective design standards, and major rezoning programs such as those to address housing mandates.

c) The Proposer must have a local office (within 90 miles) with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

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

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Also, include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should briefly describe your understanding of the city, the work to be done, and the objectives to be accomplished. Refer to **Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. Describes the Proposer's approach to the project in a manner that demonstrates understanding of the work and issues that may arise, methodology for soliciting and documenting views of internal and external stakeholders, and project management and implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts the 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. Explain what the respective roles of City staff and consultant 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 services that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **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. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to complete all the tasks described in **Appendix A – Scope of Work**.
  2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  3. Team is managed by an individual with appropriate experience from similar projects. This person needs to have the availability to remain committed to this project.
  4. Team organization provides adequate capacity to perform both volume and quality of work within the project schedule, including meeting milestones.
  5. 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.
  6. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for business.
  7. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For select contracts, provide a brief description of the scope of work performed and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
  8. 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.
- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff who would be assigned to act for Proposer's firm in key management positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include brief resumes or curriculum vitae of each key staff member, including name, position, email address, education, and years and type of experience.

Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates of the proposed key personnel, inclusive of all anticipated applicable fees for the types of support described in this RFP. Cost proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution
  7. Cost Proposal

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the total lump sum fee.
  - ✓ A worksheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict the cost for individual project tasks (including optional tasks), number of

hours assigned for specific personnel and their basic hourly rates. Cost proposal shall reflect anticipated wage increases during the contract duration.

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal. The Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00pm (P.S.T) on November 19, 2024**. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on PlanetBids no later than **November 7, 2024, at 11:00am**. The City reserves the right not to answer all questions.

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

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

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

the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Project Approach and Methodology----40%**
2. **Qualifications & Experience of the Firm ---- 25%**
3. **Key Personnel----20%**
4. **Cost Proposal ---- 10%**
5. **References ---- 5%**

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

**C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **December 16, 2024**. They will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or via Zoom. The date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

**5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. 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 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 FOR HOUSING ELEMENT REZONING PROGRAM AND ENVIRONMENTAL IMPACT REPORT

### **Project Context & Goals**

The City of Costa Mesa (City) is in the process of implementing the [2021-2029 Housing Element](#); a challenging effort to address a State-mandated growth target while also preserving the wonderful quality of life enjoyed by Costa Mesans today.

The City is seeking a team of qualified, innovative, and dependable multidisciplinary consultants to collaborate with the Economic and Development Services Department to implement several Housing Element programs that will involve rezoning portions of the City, and updating, and/or creating new policies, procedures, and development standards to encourage and facilitate housing development. Portions of the zoning code, General Plan, and other adopted plans must be amended as part of this effort.

The City anticipates a 2- to 3-year time frame for project completion. Responses to this RFP should demonstrate the availability of key team members and highlight past successes in community engagement planning, facilitation, and visioning; State housing law compliance; user-friendly zoning code and General Plan update preparation; graphic design and GIS mapping; and fiscal economic studies related to land use changes; and environmental compliance including technical studies.

### **6<sup>th</sup> Cycle 2021-2029 Housing Element**

The adopted Housing Element is the strategic blueprint for addressing Costa Mesa's existing and projected housing needs for the identified eight-year planning period. The Regional Housing Needs Assessment (RHNA) growth projection assigned to Costa Mesa for this planning period is the largest in the City's history 11,760 units. By comparison, the city is currently developed with approximately 40,000 units which results in a planned City growth of approximately 29 percent. As such, the planning period and additional years following are anticipated to be a transformative time for the community. The City's 2021-2029 RHNA allocation is as follows:

- 2,919 units - Very low income (0-50% County MFI)
- 1,794 units - Low income (51-80% of County MFI)
- 2,088 units - Moderate income (81-120% of County MFI)
- 4,959 units - Above moderate income (120% or more of County MFI)
- Total units: 11,760

The Housing Element identified 97 "housing opportunity sites" to accommodate projected housing needs, primarily along commercial and industrial corridors. Only three of the sites are vacant. Presently, residential and mixed-use development on 90 of the opportunity sites are guided by aging Specific Plans and Urban Plans. The City seeks a thorough work plan to address potential shortcomings in those adopted plans and creative solutions to rezone necessary portions of the city, mainly in

commercial and industrial corridors for housing and economic revitalization opportunities (refer to Housing Element Programs 3C, 3D, 3H, 3I, 3J, 3N, and 3R):

- Hyland Avenue, Sunflower Avenue and South Coast Drive
- North Costa Mesa Specific Plan Area
- Harbor Boulevard
- Newport Boulevard
- Placentia Avenue
- West 17th, 18th, and 19th Streets
- South Bristol Entertainment and Cultural Arts (SoBECA) Area

Responses to this RFP should demonstrate understanding of housing element regulations and the following local housing “guiding principles” from the adopted Housing Element:

- The City will plan for future housing primarily along major commercial, industrial, and mixed-use corridors within Costa Mesa that are compatible with growth, while preserving established residential neighborhoods;
- Each neighborhood, community, and district within Costa Mesa has its own unique characteristics and needs. Future housing growth will build upon Costa Mesa’s history and complement the diversity and unique characteristics that already exist within each area; and,
- The City will plan for a diverse range of housing forms, types, and densities to address the housing needs of an inclusive and diverse community and provide housing opportunities that meet the needs of all residents, including low-income households, seniors, multi-generational families, larger households, and special needs groups.

Note that at the time of the release of this Request for Proposal, there are active planning applications in progress to increase capacity on Housing Opportunity Site no. 38 Fairview Developmental Center and Site no. 96 Hive.

### **Measure Y and Measure K**

Costa Mesa residents are extremely engaged in the City’s community planning efforts. For example, in 2016, residents of Costa Mesa voted to pass Measure Y, a resident initiative measure to require voter approval on development projects involving certain legislative actions (i.e., projects that amend, change, or replace part of the General Plan, the Zoning Code, a specific plan, or an overlay) which:

- Add 40 or more dwelling units or 10,000 SF of nonresidential uses;
- Generates over 200 additional average daily trips;
- Increases intersection capacity or changes the intersection level of service;
- Where the proposed project, combined with other projects within 8 years and a half-mile of each other, meet the above criteria;
- Changing a public use to a private use under specified conditions;
- Land designated as utility right of way under specified circumstances;
- Land donated or bequeathed to the City or owned or managed by the City; and
- Land used or designated for a Costa Mesa school property.

It is likely that the additional cost, time, and risk associated with conducting a citywide vote discouraged certain types of development (including housing); and since approximately 2016, very few housing developments have been submitted. In 2022, Costa Mesa residents voted for [Measure K](#), a ballot measure to reduce governmental constraints to housing development by allowing zone changes, mainly along nonresidential corridors, without a citywide vote. The Measure K [map](#) identifies sites where rezoning for residential development would not be subject to voter approval. All of the housing opportunity sites (except for the state-owned Fairview Developmental Center site) are Measure K sites and would not be subject to voter approval. Housing Element Program 3G stipulates that city-sponsored land use amendments within Measure K corridors shall include community outreach.

### **City Team**

This project will be a collaborative effort between City staff and the consultant. An Economic and Development Services Department staff member will be assigned as the Project Manager for the overall effort and will serve as the day-to-day consultant team contact. Economic and Development Services staff will be responsible for the preparation of staff reports and resolutions. Staff engagement in the public outreach, data analysis, and the work product review process will enable a smoother transition from theory to application. The City Manager's Office will also provide input and high-level direction. City attorney staff will provide guidance on the legal parameters of the work. Staff from various divisions including Public Works, Fire, Parks, and others will contribute and be available as necessary.

### **Community Profile**

The City of Costa Mesa is located in Orange County, adjacent to the Santa Ana River and just one mile from the Pacific Ocean. Since its incorporation in 1953, Costa Mesa has grown from a successful agricultural community to a bustling city featuring a diversity of neighborhoods, a variety of recreational and open space amenities, world-class shopping and restaurants, headquarters for action sports and other innovative industries, Orange Coast Community College, and a thriving arts scene. Known as "The City of the Arts," Costa Mesa is home to the Orange County Museum of Art and Segerstrom Center for the Arts among other cultural facilities and programs.

Today, Costa Mesa encompasses 15.8 square miles and is home to approximately 114,000 residents. Costa Mesa is bisected by the San Diego Freeway (I-405), the Costa Mesa Freeway (SR-55), and the Corona Del Mar Freeway (SR-73). Orange County John Wayne Airport, located along the eastern edge of the city, provides connections far beyond the region.

### **Reference Documents and Webpages**

- 6<sup>th</sup> Cycle 2021-2029 Housing Element:  
<https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/planning/housing-element-update>
- Municipal Code Title 13 Planning, Zoning and Development  
<https://ecode360.com/42616379#42616379>
- 2015-2035 General Plan  
<https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/planning/general-plan/2015-2035-general-plan>
- 2015-2035 General Plan EIR  
<https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/planning/general-plan/2015-2035-general-plan-eir>

- Specific Plans and Urban Plans  
<https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/planning/approved-plans-for-city>
- Residential Design Guidelines  
<http://ftp.costamesaca.gov/costamesaca/council/agenda/2013/2013-12-03/PH-1-Attach-1.pdf>
- Affordable Housing Ordinance  
<https://www.costamesaca.gov/trending/affordable-housing-ordinance>
- Measure K webpage  
<https://www.costamesaca.gov/trending/measure-k>

In response to the State mandated local projected housing needs, the City of Costa Mesa endeavors to increase residential development capacity, provide more clarity and certainty in the development process, and reduce potential impacts on existing neighborhoods. The purpose of this RFP is to invite experienced, dependable consultants with innovative ideas to:

- Develop and implement robust community engagement strategy for the project (visioning);
- Analyze existing conditions, procedures, and plans;
- Develop and implement a work plan to establish objective residential design standards, improved procedures, and rezone Housing Element Opportunity Sites/Measure K sites (a housing overlay should also be considered);
- Complete amendments to Urban Plans, Specific Plans, and Zoning Code to incorporate the new standards, procedures, and densities;
- Complete a focused General Plan update for consistency and legal adequacy;
- Prepare technical studies including a market analysis and water supply assessment; and
- Prepare a legally defensible California Environmental Quality Act document.

The update process will be a collaborative multi-year engagement of the City's community members, other stakeholders, decision makers, various City department staff, and a highly skilled consultant. The City has prepared a recommended scope of work with suggested deliverables, but welcomes alternative approaches, optional tasks, and creative strategies to help reach the community's housing goals.

### **Project Management and Coordination**

The consultant is expected to manage project and coordination activities, including coordination of subconsultants and administrative tasks. Proposals should include a primary point of contact that has extensive comprehensive planning and project management experience. This task covers coordination between the consultant and City staff, including meetings, phone calls, emails, and other communications to ensure staying on schedule and within the budget. The schedule should be maintained and refined throughout the course of the project. The proposal shall describe practices to ensure effective project management and collaboration with City staff.

#### *Suggested minimum deliverables:*

- *Project schedules with milestones;*
- *Project status memoranda;*
- *Meeting agendas and summaries; and*

- *Develop/Maintain Project Website.*

### **Project Initiation**

The consultant will facilitate a project kickoff meeting with City staff. The kickoff meeting will include discussion of project goals, communication protocols, refined scope and schedule, project background information, and identification of potential challenges. City staff will present information on various documents that will be updated as part of the proposed project. City staff will coordinate with the consultant to establish an agenda and plan a tour(s) of the City. The kick-off meeting may be a multiple day event.

*Suggested minimum deliverables:*

- *Kick-off meeting agenda;*
- *Refined scope of work;*
- *Refined project schedule;*
- *Invoice format;*
- *Outstanding data needs; and*
- *Meeting and tour summary notes with key takeaways.*

### **Community Engagement**

Based on the City's Sixth Cycle expanded RHNA, it is imperative to include the community in the process of exploring new residential design guidelines and product types to implement the Housing Element. Visioning may be carried out by neighborhood or by areas otherwise defined in the city to ascertain values and characteristics unique to each location. A successful proposal must include an equitable, robust, and creative engagement strategy to keep the community interested, accommodate a variety of schedules and lifestyles, and avoid losing momentum. Separately, the City has been engaging the community for over 12 months regarding Housing Opportunity Site no. 38 (Fairview Developmental Center), and outreach may continue through November 2024. Therefore, the selected consultant must be cognizant of not overtasking the community and interested stakeholder involvement for persons interested in both efforts.

Consultants are encouraged to include optional tasks/meetings. Staff will collaborate with the consultant to develop a comprehensive community engagement strategy that will be:

- **Effective.** Be cohesive, organized, utilize compelling graphics, and creative tools to help the community visualize design options, tradeoffs, and provide meaningful feedback;
- **Transparent.** Ensure that the community is well informed of the purpose of the project, the parameters we must work within, and keep them apprised of milestones along the journey;
- **Consistent.** Provide consistent opportunities for engagement with the community throughout the process;
- **Accommodating.** Incorporate a variety of formats and techniques, including short informational videos, to ensure that community members with varying communication comfort levels, availability, and needs are able to participate;
- **Inclusive and Respectful.** Provide opportunities for people of all ages, English and Spanish speakers, and groups that are not frequent participants in planning processes. Ensure that activities are managed so organizers and participants are respectful of all points of view.

Evaluate regularly throughout the process that all community members are provided an opportunity to be involved; and

- Purposeful. Result in productive and actionable outcomes that are incorporated into the Objective Residential Design Standards and Rezoning Program to address the RHNA.

*Suggested minimum deliverables:*

- *A draft(s) and final comprehensive community engagement strategy that:*
  - *Shall engage the public, underrepresented groups, and other stakeholders;*
  - *Shall notify all Housing Opportunity Site property owners;*
  - *Introduce the concepts of density, residential and mixed-use development types, urban design, community benefits, objective design standards;*
  - *Meetings to vet and refine draft Objective Residential Design Standards and land use alternatives for the Rezoning Program;*
- *Engagement summary report identifying opportunities, challenges, and recommendations for both the Objective Residential Design Standards and overall Rezoning Program to meet community and Housing Element goals; and*
- *Project website to be maintained and updated by consultant.*

### **Existing Conditions Analysis**

For this effort to move forward, the consultant must have a clear understanding of the City's past. The consultant and City will collaborate to review the City's existing design guidelines including those in Urban Plans and Specific Plans and development review procedures. The consultant will be expected to identify and document characteristics of various neighborhoods in the city, including prominent architectural styles, building types, streetscape pattern, building materials and articulation, landscaping, and other characteristics. The consultant will also categorize all existing applicable standards for residential/mixed-use development as either subjective or objective and recommend modifications.

The consultant should identify opportunities to streamline and otherwise improve the City's procedures and standards for the development of housing. Consider identifying select case studies from California cities with innovative and streamlined procedures and clear and objective residential design standards that can achieve densities necessary to meet Costa Mesa's RHNA.

*Suggested minimum deliverables:*

- *Existing Conditions Analysis memorandum (in preparation for public engagement) resulting from auditing the adopted documents and procedures;*
- *Draft Existing Conditions Report; and*
- *Final Existing Conditions Report including opportunities and recommended amendments to entitlement procedures, Urban Plans, Specific Plans, Zoning Ordinance, and technical updates to the General Plan (incorporate public input into the final document).*

### **Market Demand and Economic Feasibility Analysis**

The Rezoning Program will increase the City's land use capacity to provide additional housing to meet its share of the regional housing needs while reducing the City's capacity to incubate businesses. The City wants to ensure that the Rezoning Program includes policies that will lead to the production of housing that meets affordability targets and ensures future development includes a mixture of uses, including nonresidential uses, that will support the City's economic vitality and job base ("work/housing balance").



The consultant will prepare an analysis of market demand and feasibility for housing opportunities along the City's commercial/industrial corridors, as well as mixed-use and mixed-income housing for several example sites including and not limited to, housing for the workforce, students, veterans, and seniors. The analysis will include preliminary proformas for examples of mixed-use/mixed-income housing projects to explore the economic challenges and opportunities for mixed-use projects to encourage sustainability of local commercial use types in conjunction with housing development (either vertical or horizontal mixed-use types) as well as below-market rate housing construction in the city. The intent of this proforma analysis is to better understand the combination of land cost adjustments, density of market-rate housing and/or intensity of other development that may be necessary to offset affordable housing costs in the city, while continuing to support local businesses and the vitality of existing commercial uses along key corridors.

A fiscal impact analysis shall be prepared to ensure that the Rezoning Program supports the fiscal well-being of the city. Alternative or supplemental analyses/approaches recommended by the consultant are highly encouraged.

*Suggested minimum deliverables:*

- *Market Demand and Economic Feasibility Analysis;*
- *Pro Forma for the Project Area;*
- *Economic Development Benefit/Cost Analysis; and,*
- *Fiscal Impact Model and Analysis.*

## **Rezoning Program**

The City is committed to ensuring housing development opportunities as indicated in the Housing Element sites inventory. The Rezoning Program will include amendments to various land use regulatory documents to allow residential development to meet the affordability targets set forth in the RHNA. The consultant will modify the Objective Design Standards, amend Specific Plans and Urban Plans, and prepare a focused/technical update of the General Plan and Zoning Ordinance to ensure consistency and legal adequacy. Staff welcomes ideas on how to approach this complex process with efficiency and timeliness. For example, what are the benefits and drawbacks of creating a residential overlay as a first phase of the rezoning process to enable acceleration of housing production and ensure the City is Housing Element compliant? How would creating an overlay impact the environmental compliance process? How would a phased approach (overlay) compare to one comprehensive rezoning process including reimagining the urban plans? Respondents are encouraged to demonstrate experience working with HCD and provide examples of assisting cities in obtaining Housing Compliance through implementation programs.

## **Objective Residential Design Standards**

The consultant will work with City staff to craft the preferred Objective Residential Design Standard concepts to encourage and facilitate housing types that will meet the RHNA. The document should feature a variety of building types (e.g., courtyard bungalows, townhomes, multistory apartments with surface parking, wrapped products with structured parking, etc.) and architectural styles that are appropriate for Costa Mesa. Additionally, it will address topics such as site planning, sustainability, building massing, building frontages, entrances, exterior materials, landscaping, outdoor lighting, mechanical equipment, screening, parking structures, etc. The document should be visually rich, with

a user-friendly format, and include clear, concise text and example imagery. The consultant will present the Draft Objective Design Standards to the community through workshops described in the community engagement strategy and a City Council/Planning Commission joint study session. Consultant shall ensure consistency with Draft Objective Design Standards and other efforts of the Rezoning Program (Specific/Urban Plans, General Plan and Zoning Ordinance).

The Objective Residential Design Standards must specifically address:

- Density, intensity, and massing for residential and mixed-use developments;
- Site placement/positioning, screening, or other standards to accommodate solar energy systems, EV charging facilities, and other sustainable/green building architectural design elements;
- Accommodations and site planning for housing for seniors and persons with disabilities or supportive needs;
- Allowed exceptions or incentives to some standards for projects that include a high percentage of deed restricted affordable housing units;
- Provisions that are both objective and easily understood. Where provisions become technical, focused illustrations examples shall be further utilized to simplify design objectives; and
- Recommendations on appropriate place to put clear, objective standards (e.g., what standards should live in zoning ordinance as opposed to objective design standards document and what should live in the General Plan).

*Suggested minimum deliverables:*

- *Administrative Draft Objective Residential Design Standards with graphics/illustrations;*
- *Final Administrative Draft Objective Residential Design Standards;*
- *Public Review Draft Objective Residential Design Standards;*
- *Joint Study Session presentations and related materials; and*
- *Final Objective Residential Design Standards (including Planning Commission recommendation hearing and City Council final action hearing).*

### **Housing Opportunity Site Verification**

Following the creation of objective standards and identification of key areas for increased densities from the community engagement process, the consultant shall provide a thorough update to the housing opportunity sites analysis [Housing Element Appendix B Table B-5] to ensure adequacy to exceed the RHNA.

*Suggested minimum deliverables:*

- *Updated Housing Element Appendix B Table B-5; and*
- *Draft and final additional amendments to the Housing Element necessary for consistency.*

### **Amendments to the General Plan, Zoning Code, Specific Plans and Urban Plans**

Many of the City's adopted plans are 20 or more years old and may no longer reflect the community's vision for housing, allow adequate densities to meet the RHNA, or meet current legislative requirements. The consultant will prepare a focused, technical update to specific elements of the General Plan as well amend the Zoning Code, Specific Plans and Urban Plans, to achieve densities and affordability targets necessary to meet or exceed the RHNA. This effort should also include

reviewing planning entitlement application types, review processes, and provide recommendations for more efficient review and approval of housing. Respondents should consider if a phased approach to increasing density would benefit the City in achieve Housing Element compliance more effectively or if the focus should remain on completing the rezoning program.

Additionally, the consultant should consider that some commercial and industrial development standards may also warrant updating to ensure that the future developments on the housing opportunity sites and corridors are compatible, scaled accordingly and continue to support the economic vitality of local businesses.

*Suggested minimum deliverables:*

- *Multiple draft amendments to all applicable regulatory documents;*
- *Summary of proposed amendments;*
- *Draft and final maps;*
- *GIS layers; and*
- *Draft and final Land Use Entitlement Workflows.*

### **Prepare Final Amendments & Public Hearings for Rezoning Plan and EIR**

The consultant will attend and present at public hearings conducted by the Planning Commission and City Council to consider the review of draft documents and adoption of final documents pertaining to amending the General Plan, Specific Plans, Urban Plans, Zoning Ordinance, re-zoning, and adoption of the Environmental Impact Report (EIR). City staff will be responsible for staff reports, resolutions, and public notification.

*Suggested minimum deliverables:*

- *Draft and final presentation materials;*
- *Presentation/attendance;*
- *Public review documents; and*
- *Digital format General Plan, Specific Plans, Urban Plans, Zoning Code, and GIS maps/files.*

### **Environmental Scoping**

The consultant shall collaborate with City staff to prepare a draft project description that describes all actions undertaken by the proposed project to initiate the environmental review process. City staff expects that a Program EIR will be the appropriate document for environmental compliance, however the consultant will determine if an initial study is necessary and if a different CEQA document would be better suited to this project, particularly if it is decided to phase the overall Rezoning Program and implement a residential overlay first. The City welcomes guidance from responding consultants as to the appropriate CEQA documentation if City pursues a residential overlay, as well as cost and time implications associated with phasing. The consultant shall prepare a Notice of Preparation (NOP) in consultation with staff. After incorporating City review comments on the preliminary Project Description, the consultant will prepare the NOP, conduct required Noticing, and will conduct a Public Scoping Meeting for the EIR. The consultant is expected to respond to this RFP with a thorough work plan for environmental scoping.

*The consultant is expected to respond to this RFP with a thorough scoping work plan and deliverables to meet legal requirements.*

## **Environmental Impact Report**

The consultant will prepare, in accordance with CEQA, an administrative draft of the EIR or other appropriate CEQA document including project objectives, existing conditions, impact analysis, mitigation measures, cumulative analysis, alternatives analysis, and all associated technical studies for review by City staff. The EIR will specifically address environmental concerns identified during plan development and outreach. Prior to beginning any technical analyses for individual subject areas, the consultant will provide an annotated outline and a memorandum describing the methods and assumptions to be used in the analysis (such as software, modeling techniques, significance thresholds, etc.). City staff will meet with the consultant as needed to discuss comments and will provide comments in one consolidated format. To optimize efficiency and avoid redundant efforts, the CEQA analysis should be collaboratively developed alongside the Rezoning Plan, with mitigation measures built into the plan where possible. The EIR should also be structured to facilitate the streamlining of the CEQA review process for future projects and proposals that align with the updated Zoning Code and General Plan.

*The consultant is expected to respond to this RFP with a thorough CEQA work plan and deliverables to meet legal requirements.*

### *Suggested minimum deliverables:*

- *Prepare the Project Description and Notice of Preparation;*
- *Facilitate the Scoping Meeting;*
- *Prepare Technical Studies as needed (including Water Supply Assessment);*
- *Prepare Administrative Draft EIR;*
- *Prepare Screen-Check Draft EIR;*
- *Prepare Published Draft EIR;*
- *Prepare Notice of Availability/Completion;*
- *Prepare Administrative Final EIR;*
- *Prepare Screen-Check Final EIR;*
- *Prepare Published Final EIR;*
- *Prepare Mitigation, Monitoring and Reporting Program;*
- *Prepare draft CEQA Findings;*
- *Prepare Notice of Determination; and*
- *Attend a minimum of five CEQA-related community meetings/hearings.*

## **Rezoning Program Implementation**

The consultant will finalize the land use entitlement workflow that clearly outlines development review process for new housing application types. It will include a list of all documents requirement from an applicant to initiate and streamline development review process, including applicable checklists for State Density Bonus Law (SDBL) request, and SB 35 and SB 330 streamlined housing applications. The document will also list applicable Development Impact Fees, and applicable project review timelines. The document will be posted online, available to share with applicant and provide transparency for the wider community. Staff will prepare an updated site inventory in excel format for tracking housing opportunity site inventory, pursuant to Senate Bill 166, in conjunction with this effort.

*Suggested minimum deliverables:*

- *Land use Entitlement Workflow document; and*
- *Applicant handouts for development review of housing projects.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

# Housing Element Rezoning Program and Environmental Impact Report

City of COSTA MESA



# 1 Cover Letter

January 30, 2025

Stephanie Urueta  
City of Costa Mesa, Economic and Development Services Department  
77 Fair Drive, 1st Floor  
Costa Mesa, California 92626

**Subject: Revised Proposal for City of Costa Mesa Housing Element Rezoning Program and Environmental Impact Report**

Dear Stephanie Urueta:

Dudek is pleased to submit a revised proposal to assist the City of Costa Mesa (City) to implement several of its Housing Element programs. This proposal reflects our updated approach to efficiently and effectively conduct the scope of work to address the City’s needs and priorities.

Dudek, along with its subconsultant partners Kearns & West and Pro Forma Advisors, is a team of qualified, innovative, and dependable multidisciplinary consultants. We are expertly qualified to deliver the services needed to help the City successfully implement its Housing Element and better and more realistically facilitate housing development. Our team offers the following strengths:

**Proven housing element (and implementation) expertise.**

Dudek is currently leading similar housing element implementation efforts in jurisdictions nearing the finish line to obtain final Housing Element certification from the California Department of Housing and Community Development (HCD), and we are concurrently implementing various programs to ensure that compliance. In the Cities of Rancho Palos Verdes and Fullerton, for example, we are assisting City staff in developing and implementing individual rezones and residential and mixed-use overlay zones to ensure adequate capacity to meet each city’s Regional Housing Needs Assessment (RHNA). Dudek is also leading a comprehensive zoning code update, inclusive of citywide objective design standards, for the City of Pico Rivera to better facilitate residential and mixed-use development in compliance with state law and allow for a more efficient, effective, and transparent review and approvals process for all new development. Elsewhere in the Cities of Manhattan Beach, Concord, Indio, and Rialto, our team has successfully prepared Housing Elements to ensure substantial HCD compliance on time.

**A multidisciplinary team with first-hand knowledge of the City and the region.** Dudek has worked in Orange County for more than three decades to provide a variety of planning, economic, community

**LOCAL OFFICE**

27271 Las Ramblas, Suite 340  
Mission Viejo, California 92691  
949.450.2525

**PROJECT MANAGEMENT OFFICE**

225 South Lake Avenue,  
Suite M210  
Pasadena, California 91101  
Ph: 626.204.9800




engagement, and environmental services to improve the livability of our communities, including market-feasible and legally sound housing elements, General Plans, zoning codes, and environmental reviews, as well as effective and inclusive community outreach and engagement campaigns. We are intimately familiar with the City and region’s local and regional landscape, culture, challenges, and opportunities. Notably, we were recently selected to prepare the City’s first Climate Action Adaptation Plan that will prioritize climate actions to enhance resiliency. Through this work, Dudek will further advance our familiarity with the City’s policies, regulations, City staff, and leaders, positioning us a valuable partner in the City’s implementation of its planning initiatives.

**A thoughtful and inclusive approach to community outreach and engagement.** At Dudek, we are not just planners and designers, but skilled outreach specialists who recognize that a plan without public support has no chance of affecting real change. Leading our outreach and community engagement will be **Kearns & West** who specializes in effective community engagement throughout Southern California. Together, we will design an effective, transparent, consistent, accommodating, inclusive, respectful, and purposeful public process to solicit meaningful input while building consensus within the community. Our outreach approach is proactive, goes where the people are, and reaches a broad audience through multilingual workshops, pop-up events, walking tours, social media campaigns, surveys, interviews, focused discussions, and other methods that have proven to be effective and fun.

**Regulatory expertise for real-world implementation.** We prioritize preparing regulatory documents that are usable and implementable because we know that even the best plans fail when they lack legally sound underpinnings. We have deep in-house technical expertise across zoning, land use, policy, and objective design and development standards to address and analyze all issues that arise during the preparation of regulatory documents while working directly with architects, developers, and property owners to unlock potential in underutilized sites. We are adept at translating community visions into user-friendly, streamlined, and legally defensible regulatory documents. For this effort, we have partnered with **Pro Forma Advisors** to frame our work in the realities of the market and develop market-driven and pragmatic implementation strategies to result in swift and visible outcomes.

Should you have any questions regarding this proposal, please contact Project Manager Catherine Tang Saez, AICP at 626.204.9846 or ctangsaez@dudek.com.

Sincerely,

  
\_\_\_\_\_  
**Joseph Monaco**  
President/CEO

  
\_\_\_\_\_  
**Catherine Tang Saez, AICP**  
Project Manager

*Joseph Monaco is authorized to sign on behalf of Dudek.*

**Table 1** details how Dudek meets the minimum requirements in the City’s Request for Proposal (RFP).

**Table 1. Minimum Qualifications**

RFP Requirement	Dudek Response
<p>a) The Proposer must have a Project Manager assigned to the Contract with at least eight years of experience within the last ten years, providing services equivalent to the services identified in Appendix A.</p>	<ul style="list-style-type: none"> <li>▪ Dudek Project Manager Catherine Tang Saez has 16 years’ experience with urban design, comprehensive planning, and project management.</li> <li>▪ Catherine will be the primary point of contact for the City.</li> </ul>
<p>b) The Proposer must provide three references indicating a key role in the delivery of municipal projects of similar scope that have been completed within the last six years in California. Projects may include zoning code updates, general plan updates, creating objective design standards, and major rezoning programs such as those to address housing mandates.</p>	<ul style="list-style-type: none"> <li>▪ Dudek’s references for similar projects can be found on the Company Profile &amp; References form. Our reference projects include:               <ul style="list-style-type: none"> <li>▪ Housing Incentive Overlay Zone, City of Fullerton</li> <li>▪ Housing Element Implementation Programs, City of Rancho Palos Verdes</li> <li>▪ Specific Plan Updates, City of Burbank</li> <li>▪ Brookhurst Corridor Study, City of Anaheim</li> <li>▪ Mira Mesa Community Plan Update, City of San Diego</li> </ul> </li> </ul>
<p>c) The Proposer must have a local office (within 90 miles) with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City.</p>	<ul style="list-style-type: none"> <li>▪ Dudek has two local offices:               <ul style="list-style-type: none"> <li>▪ <b>Pasadena (within 55 miles):</b> 225 South Lake Avenue, Suite M210 Pasadena, CA 91101                   <ul style="list-style-type: none"> <li>▪ Project Manager Catherine Tang Saez is based in Pasadena and is authorized to make decisions on matters pertaining to this contract.</li> </ul> </li> <li>▪ <b>Mission Viejo (within 19 miles):</b> 27271 Las Ramblas, Suite 340 Mission Viejo, CA 92691</li> </ul> </li> </ul>



# TABLE OF CONTENTS

## SECTIONS

1	Cover Letter .....	i
2	Background and Project Summary .....	1
3	Project Approach and Methodology .....	2
4	Qualifications and Experience of the Firm .....	30
5	Financial Capacity.....	42
6	Key Personnel.....	43
7	Cost Proposal.....	48
8	Disclosure .....	49
9	Sample Professional Service Agreement.....	50
10	Forms .....	51



## TABLES

Table 1. Minimum Qualifications .....	iii
Table 2. Dudek Identification Information .....	34

## FIGURES

Figure 1. Proposed Methodology .....	2
Figure 2. Project Schedule .....	27
Figure 3. Record of Delivery On Time and Within Budget .....	28
Figure 4. Dudek Team Organization .....	43

## APPENDIX

A	Resumes
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# BACKGROUND AND PROJECT SUMMARY

## 2 Background and Project Summary

Our team understands that the City of Costa Mesa (City) is seeking a team of qualified, innovative, and dependable multidisciplinary consultants to collaborate with the Economic and Development Services Department to implement several Housing Element programs that will involve rezoning portions of the City, and updating, and/or creating new policies, procedures, and development standards to encourage and facilitate housing development. We also understand that portions of the zoning code, General Plan, and other adopted plans must be amended as part of this effort. After careful review of the City’s RFP, scope of work to be done, expected goals and



objectives, and latest draft of the Housing Element, we understand that undertaking this work will be a complex exercise and the community expectations will be deservedly high.

Of the 47 programs identified in the City’s 2021-2029 Housing Element, we understand that this effort will account for implementing 18 of them over the course of a multiyear and multifaceted effort as mandated by state law. In addition, and more importantly, we respect the City’s care to do so in a way that will realistically expand accessibility to more housing choices while improving the quality of life for all Costa Mesans in the years to come. While every other jurisdiction in California is tasked with essentially the same goal, we recognize that the City is under challenging scrutiny to implement its rezones as soon as possible in order to achieve official Housing Element certification by the California Department of Housing and Community Development (HCD). Without it, the City remains open to certain risks, such as Builder’s Remedy, litigation, and loss of state funding. This particularly urgent and

necessary action item coupled with the City’s other required but less urgent programs comprises a comprehensive multiprong effort that our team is expertly equipped and excited to support.

To minimize risk, we recognize the City’s urgency to implement the necessary rezones to obtain HCD certification as soon as possible.

In the following section, our team has outlined our proposed approach and methodology to efficiently and effectively navigate the complexities of this effort.



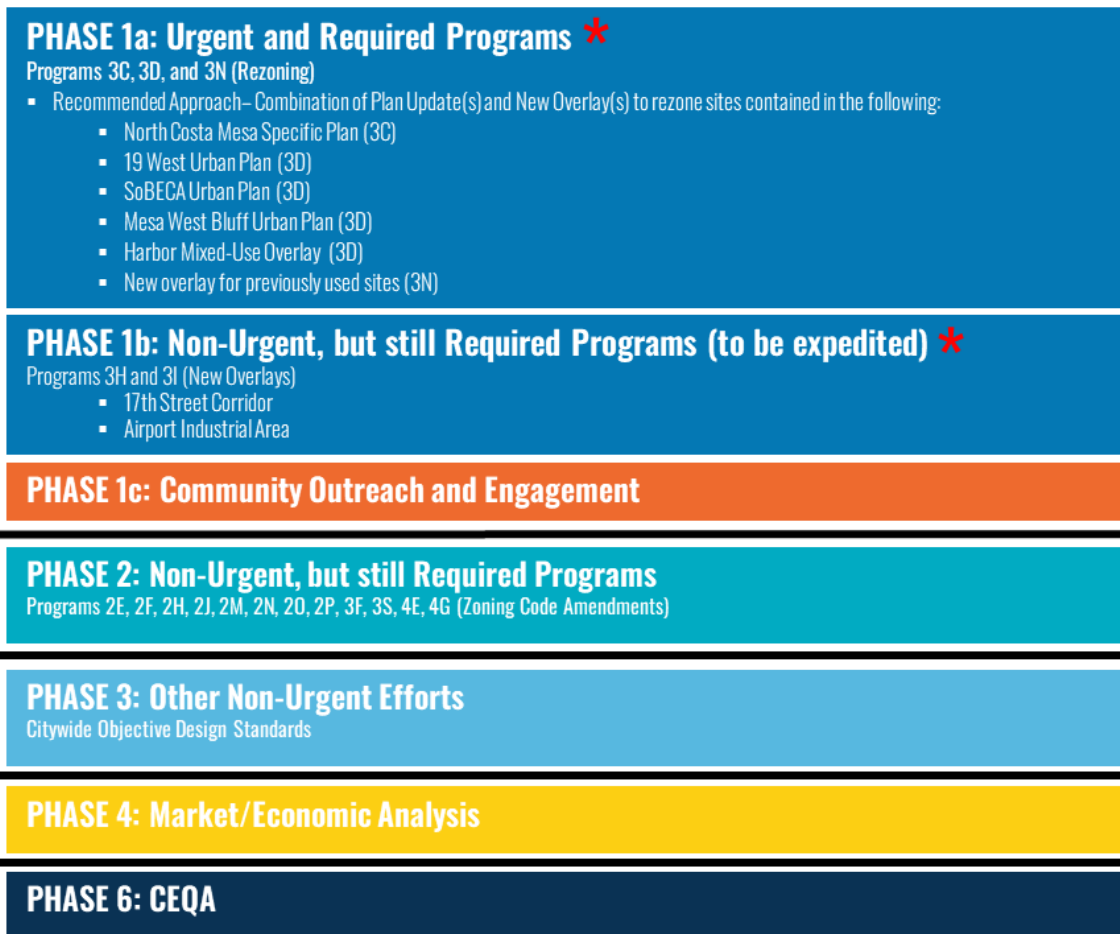
# **PROJECT APPROACH AND METHODOLOGY**

### 3 Project Approach and Methodology

#### Proposed Project Approach and Methodology

As mentioned in Section 2, we have identified 18 Housing Element programs to be addressed in this effort. While seemingly overwhelming and complex, this effort can be better understood, managed, and addressed if broken down into discrete phases and tasks. Based on our understanding of the City’s needs and priorities to ensure immediate compliance with HCD but also leverage this work effort to set the City up for ease of future compliance and maximize opportunities for housing, we recommend a hybrid approach to this effort. This approach will satisfy the State’s timebound requirement to rezone the necessary sites as outlined in the Housing Element but do so in a way that allows for regulatory flexibility and context specificity utilizing the City’s existing regulatory tools. An overview of how those tasks can be grouped and phased according to their urgency and relevance is provided below, illustrated in **Figure 1**, and detailed in our proposed scope of work on the following pages.

**Figure 1. Proposed Methodology**



\* Recommend combining into one immediate effort to maximize opportunities for regulatory streamlining



## **PHASE 1A – URGENT AND REQUIRED HOUSING ELEMENT PROGRAMS**

To address the City’s lack of Housing Element certification, we recommend first focusing on the programs that HCD requires for immediate preparation and adoption: the rezones identified in Programs 3C (Update the North Costa Mesa Specific Plan), 3D (Update the City’s Urban Plans and Overlays), and 3N (Candidate Sites Used in Previous Housing Elements).

In this first phase of work, our team recommends a hybrid approach to the rezoning, which consists of a combination of both updates to select plans and creation of new and/or reuse of existing overlays. This approach is based on our understanding that implementing Programs 3C, 3D, and 3N as currently written in the Housing Element is likely infeasible given that the level of effort to independently update 1 specific plan, 3 urban plans, and 1 overlay, and create one new additional overlay will likely not meet the City’s current time and budget constraints.

Instead, a hybrid approach takes advantage of the many benefits that an overlay, as a zoning tool, has to offer. Because an overlay would not change a property’s underlying base zone (it would simply add another zoning classification on top of its existing classification), it would still constitute as a “rezone” without needing to make permanent modifications to a property’s base zone. In this case, our team will assess the advantages and disadvantages of creating a new overlay and/or making use of the City’s existing overlays (R-I or Residential Incentive Overlay District and M-U or Mixed-Use Overlay District) for the same purpose, but with tailored specificity to identified sites.

## **PHASE 1B – NON-URGENT, BUT STILL REQUIRED PROGRAMS TO BE EXPEDITED**

In developing the overlay as mentioned above, we also recommend combining the work necessary to implement Programs 3H and 3I to assess the 17<sup>th</sup> Street Corridor and Airport Industrial Areas for new housing. Programs 3H and 3I are required, but non-urgent programs, and do not identify any Housing Element sites. Yet, our team recognizes that there are efficiencies to conduct this work concurrently with that of the overlay to potentially set the City up for ease of future HCD compliance by further maximizing opportunities for housing in areas where it makes the most sense.

Coupled with the overlay would also be an effort to independently update one or more of the City’s existing plans. Our initial assessment suggests that the North Costa Mesa Specific Plan may be most appropriate given its recent adoption and standalone applicability to a unique portion of the City. However, the age and condition of the City’s other plans may suggest that an update is not appropriate.

Depending on our findings from our diagnostic analysis and in collaboration with City staff, our team will devise an agreed-upon strategy that implements an overlay for some sites, and reserves updating select plans for other sites where it makes the most sense.

Depending on the agreed-upon approach, this first phase would also include the corresponding updates to the General Plan, development review processes/procedures, and Housing Element.



To address the City's lack of Housing Element certification, we recommend first focusing on the programs that HCD requires for immediate preparation and adoption.

## **PHASE 1C – COMMUNITY OUTREACH AND ENGAGEMENT**

Community outreach and engagement comprises an equally urgent and necessary effort that will need to be commenced as part of Phase 1 as well. Although it will span across all phases of work, we propose executing a comprehensive, equitable, and inclusive community outreach and engagement strategy to inform, educate, and engage stakeholders and the community throughout the entirety of the effort. To minimize public confusion and outreach fatigue (i.e., overloading of seemingly similar information and requests for input), we recommend a singular, but multifaceted, outreach and engagement campaign. This one-stop-shop will enable the public to associate the City's multiple zoning, land use, design/development, housing, mixed-use, etc. efforts with a singular name, purpose, and identity to better facilitate discussions and expectations. The campaign will be comprised of multiple methods of engagement, events, meetings, formats, locations, and languages to expand the reach and maximize meaningful participation.

## **PHASE 2 – NON-URGENT, BUT STILL REQUIRED HOUSING ELEMENT PROGRAMS**

With the first phase of work in full swing and on track for expedited completion, the City can then address the remaining Housing Element programs that are not urgent but nevertheless required to be implemented. This second phase of work includes multiple zoning code amendments to remove regulatory barriers to new housing development (Programs 2E, 2F, 2H, 2J, 2M, 2N, 2O, 2P, 3F, 3S, 4E, and 4G). Depending on the agreed-upon approach, we may find efficiencies in conducting this work concurrently with the third phase of work.

### PHASE 3 – OTHER NON-URGENT EFFORTS

The least urgent phase of work includes the preparation of citywide objective design standards. While not explicitly called out as stand-alone or required Housing Element Implementation Program, the preparation of citywide objective design standards for residential and mixed-use development will allow the City to streamline the production of housing while ensuring quality in design as envisioned by the community. Because objective design standards will be necessary for the updates to existing plans and overlays, there is an opportunity to coordinate these efforts so that they inform each other.

### PHASE 4 – MARKET ANALYSIS

Spanning across all phases of work will be a market-driven analysis of the opportunity for new housing and mixed-use development on identified Housing Element sites as well as commercial and industrial corridors. This analysis will help inform our approach to rezoning via a citywide market analysis, pro forma of various development prototypes, as well as a fiscal impact analysis.

### PHASE 5 – CEQA

Also spanning across all phases of work will be the preparation of the Environmental Impact Report (EIR) pursuant to CEQA. To maximize efficiencies and flexibility, our team proposes preparing one EIR for the entirety of the project, inclusive of the various rezones, updates to/creation of new Specific Plans, urban plans, and overlays, including the General Plan and zoning code. The EIR prepared for this effort is likely to be a Program EIR that analyzes the impact and buildout of the various programs on a programmatic level. It is our intent that the Program EIR will include sufficient level of detail, analysis, and mitigation to allow future streamlining for project applicants to efficiently tier-off the Program EIR as development of each particular site is proposed.



Whittier Elementary School on Whittier Ave is adjacent to a cluster of 6<sup>th</sup> Cycle Housing Element sites identified in West Costa Mesa.

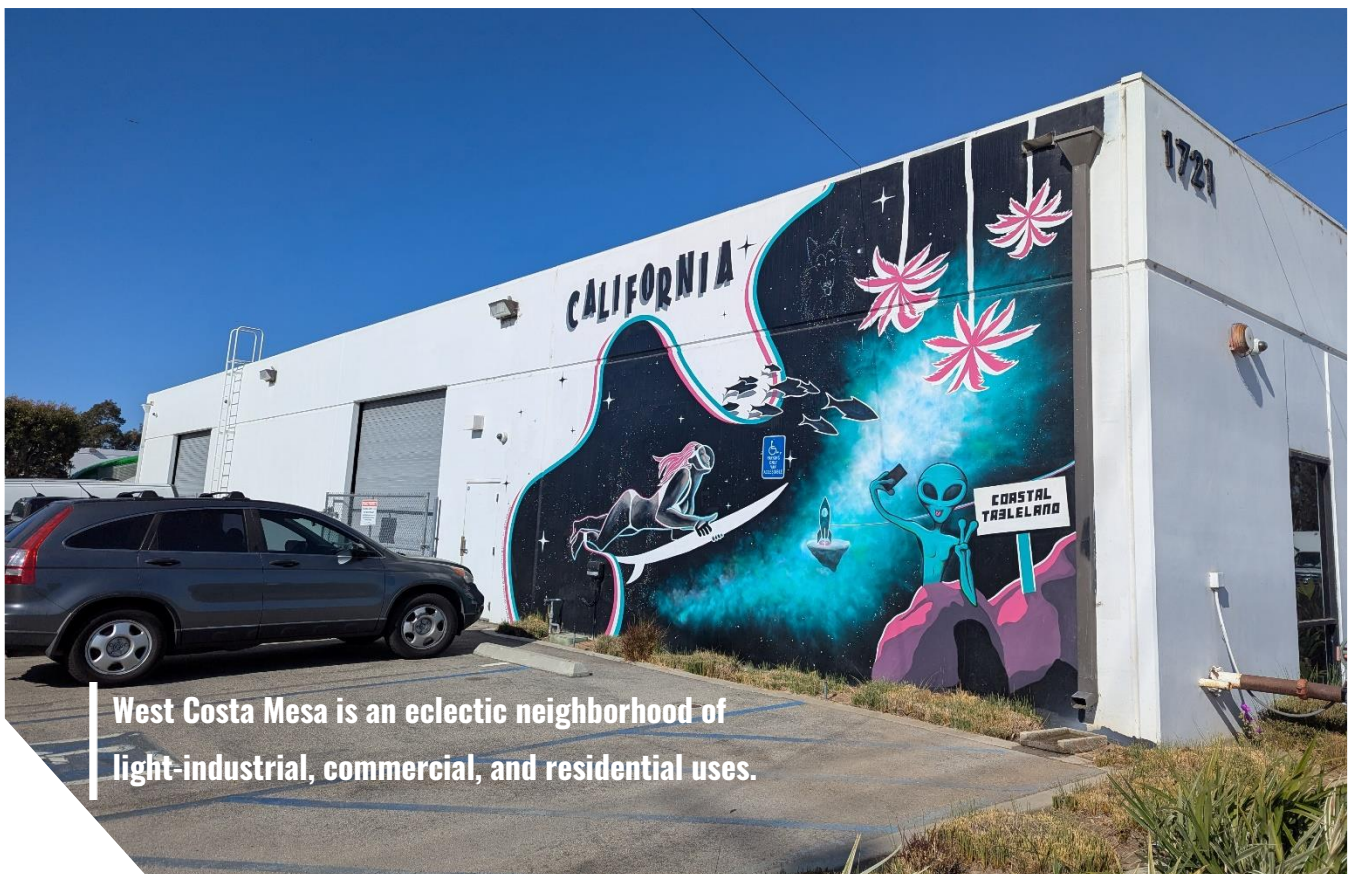
## Proposed Scope of Work

Our team proposes the following scope of work to reflect the proposed approach and methodology based on the City’s expectations and priorities as gathered from the RFP. Our team is amenable to refinements to maximize efficiencies in timing and resources such that the City ultimately achieves HCD certification and successful implementation of its required Housing Element programs.

### TASK 1. Project Management and Coordination

#### Task 1.1. Project Initiation

Dudek will conduct an in-person kickoff meeting within 2 weeks of receiving a notice to proceed. The first half of the meeting will be structured as a partnering session with City staff to confirm project expectations and goals; establish team responsibilities; discuss the scope of work, schedule, and list of deliverables as contracted; and discuss considerations to keep in mind as Dudek conducts the work. The second half of the meeting will consist of an in-person tour. The tour will provide Dudek with more context of the City’s character and provide the team with a forum to discuss issues and opportunities. Curated by Dudek with input from City staff, the tour can focus on select study areas, corridors, and/or recent development projects. By gaining a clear understanding of the City’s expectations at the project outset, Dudek will avoid rework and delays, delivering a product that explicitly responds to the City’s needs.



## Task 1.2. Ongoing Project Management and Coordination

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Dudek will facilitate ongoing check-in calls/virtual meetings with City staff. Meeting frequency (e.g., monthly or biweekly) will be confirmed with the City’s project manager. City and Dudek project managers may invite other participants to this call as needed (such as the City’s current Housing Element consultant to ensure an efficient and effective process of implementing the required programs for HCD certification). These ongoing check-in meetings will chart the status of ongoing work, reaffirm project milestones and deliverables, and flag any anticipated issues that may impact the schedule or budget. Dudek will host these virtual meetings via Zoom, but we can also be made available to attend in-person meetings at City offices as needed. For each meeting, Dudek will prepare an agenda and meeting notes, inclusive of action items and project status.

### Task 1. Deliverables

- Facilitation of a kickoff meeting
- Agenda and meeting/tour summary with key takeaways
- List of requested client-supplied data, documents, and other relevant information
- Refinements to the project schedule and scope of work, if necessary
- Invoice template for approval
- Facilitation of check-in meetings
- Agenda and meeting notes, inclusive of action items
- Monthly (or other agreed-upon frequency) project invoice and progress report

## TASK 2. Initial Assessment and Strategy

To provide a solid foundation of understanding of the City’s obligations made in the Housing Element, Dudek will conduct an initial assessment of the Housing Element and related documents to be able to strategize with City staff the best path forward to rezoning (and subsequent implementation programs). Dudek will perform a review and assessment across the following subtasks:

### Task 2.1. Review of Housing Element

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Dudek will conduct a thorough review of the City’s current draft of the 2021–2029 Housing Element (and relevant HCD comment letters and City Council and Planning Commission meetings regarding its status update) to better understand its policies and implementation programs, including the 18 out of 45 programs that are the subject of this effort:

Programs regarding rezoning (deemed urgent and required, and applicable to Housing Element sites):

- **Program 3C:** Update the North Costa Mesa Specific Plan
- **Program 3D:** Update the City’s Urban Plans and Overlays
- **Program 3N:** Candidate Sites Used in Previous Housing Elements

Programs regarding zoning code amendments (deemed non-urgent, but still required, and not applicable to Housing Element sites):

- **Program 2E:** Encourage Development of Housing Options for Large-Family Households
- **Program 2F:** Persons with Physical and Developmental Disabilities
- **Program 2H:** Farmworker Housing

- **Program 2J:** Transitional and Supportive Housing
- **Program 2M:** Parking Standards for Residential Developments
- **Program 2N:** Reasonable Accommodation
- **Program 2O:** Definition of Single Housekeeping Unit
- **Program 2P:** Group Homes
- **Program 3F:** Motel Conversions, Efficiency Units, and Co-Living Housing Types
- **Program 3S:** Review and Revise Findings (Conditional Use Permits, Design Review, Master Plan)
- **Program 4E:** Low Barrier Navigation Centers
- **Program 4G:** Assembly Bill 139 (Parking for Emergency Shelters)

Programs regarding assessing the potential of new overlays and specific plans updates (deemed not-urgent, but required and not applicable to Housing Element sites):

- **Program 3J:** Analyze the Potential of Modifying the Newport Boulevard Specific Plan to Promote Residential Uses along Newport Boulevard
- **Program 3H:** Analyze the Potential of Establishing an Overlay to Permit Residential Uses in the Airport Industrial Area
- **Program 3I:** Analyze the Potential of Establishing an Overlay to Permit Residential Uses in the 17th Street Corridor Area

### Task 2.2. Confirmation of Housing Element Sites

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In collaboration with City staff and the City's Housing Element consultant, Dudek will confirm and assess the identified Housing Element sites to better understand their existing conditions, such as existing uses, context/adjacencies, underlying base zone and associated regulations, and their anticipated densities per the Housing Element. In conjunction with a diagnostic analysis of the relevant plans, Dudek will identify the challenges and opportunities in how they may be rezoned, whether by updates to their plans, overlay, or a combination of the two.

### Task 2.3. Diagnostic Analysis of Existing Specific Plans, Urban Plans, and Overlays

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Dudek will perform a diagnostic analysis of the relevant existing Specific Plans, urban plans, and overlays to assess the feasibility of updating the documents as identified in the Housing Element:

- **North Costa Mesa Specific Plan** (per Program 3C), which requires the rezoning of 16 sites
- **19 West Urban Plan** (per Program 3D), which requires the rezoning of 12 sites
- **SoBECA Urban Plan** (per Program 3D), which requires the rezoning of 18 sites
- **Mesa West Bluff Urban Plan** (per Program 3D), which requires the rezoning of 16 sites
- **Harbor Mixed-Use Overlay** (per Program 3D), which requires the rezoning of 27 sites
- **Newport Boulevard Specific Plan** (per Program 3J), which does not require the rezoning of any sites. As a result, an immediate update to this document is not required for HCD certification.



The diagnostic will assess the entirety of each document to identify the sections that would need updating and will gauge the extent of work necessary as it may vary based on the document’s condition (age of the Specific Plan, availability of working files, etc.), with the focus being on those necessary updates to meet HCD requirements, including the following:

- Permitting residential development at the allowable densities identified in the Housing Element
- Updating development standards to promote residential development at the allowable densities—note that this work may coincide with the work to create new citywide objective design standards
- Updating the development review procedures to streamline the development of housing
- Possibly amending the boundaries of the Specific Plan areas
- Possibly updating other areas of the documents to ensure consistency with the updates listed above, the documents’ visions, goals, principles, land use plans, mobility plans, infrastructure plans, and implementation strategies

#### **Task 2.4. Summary of Findings and Recommended Approaches**

After conducting a thorough review and analysis as described in this task, Dudek will prepare a summary of findings that identifies issues, considerations, challenges, and opportunities to discuss and address with City staff, inclusive of a set of options for how the rezoning (and subsequent programs)

may be implemented. Dudek acknowledges that this is a critical step to be able to chart the best path forward in conducting the work in this effort in the most efficient and effective way..

### Task 2. Deliverables

- Review of relevant Housing Element policies and programs
- Diagnostic analysis of applicable Specific Plans, urban plans, and overlays
- Confirmation Housing Element sites slated for rezoning
- Summary of findings and recommended approaches to rezoning for presentation and discussion with City staff

## Task 3. Community Outreach and Engagement

This task comprises the work to develop and execute a comprehensive community outreach and engagement strategy meant to span across all tasks in this effort.

### Task 3.1. Community Outreach and Engagement Plan

With input from City staff, Kearns & West will prepare a Community Outreach and Engagement Plan that will establish a comprehensive, equitable, and inclusive strategy for engaging the community and stakeholders. The plan will specifically include a strategy dedicated to community-wide equity and inclusive engagement, focusing on segments of the community that have been historically left out of the planning process. This strategy will include a more focused analysis to identify underserved communities, the best ways to engage with those communities, and identifying the depth of languages and translation needs. The plan will establish goals and objectives, a communications strategy, schedule of events, and establishment of roles and responsibilities. For each outreach and engagement event, a purpose, target audience, participation goal, timeline, and other logistics will be identified. After the finalization of the plan, Kearns & West will host and facilitate a training session with staff and consultant team to review the plan, provide an overview of all public-interfacing activities, and lay out strategies for successful conflict resolution and de-escalation in anticipation of potentially challenging community discussions and dynamics.

### Task 3.2. Project Messaging

To facilitate a coordinated effort for messaging in outreach and engagement, our team will execute the Community Outreach and Engagement Plan's communications strategy, including the development of a graphic identity for the project, project website, social media campaign, and event noticing. To minimize public confusion and outreach fatigue (i.e., overloading of seemingly similar information and requests for input), we recommend a singular graphic identity for the entire project, rather than an individual one for each portion of the





project. The graphic identity will include a logo, tagline, color palette, typeface, and messaging for public-facing collateral. The project website will be developed, hosted, and maintained as a stand-alone project website for project information, upcoming events, and work products. The social media campaign will consist of a strategy and content for posting to the City's existing social media accounts. Dudek assumes close coordination with the City's public information officer and/or media managers on this effort.

### Task 3.3. Stakeholder Meetings

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In collaboration with City staff, our team will facilitate a series of stakeholder interviews/focus groups as virtual or in-person meetings. These conversations are important to hold at the beginning of the process for buy-in and to hear insight from key group as the project unfolds. The focus of the stakeholder interviews is to have individual or small group conversations with key stakeholders on planning considerations on the multiple programs and plans that this effort will address. Stakeholder groups could include appointed City Commissioners or Board Members, community based organizations (CBOs), residents, business owners, property owners, and developers. Kearns & West has developed and maintained relationships with various CBOs in Costa Mesa, such as Trellis. Our team will proactively engage them and others to maximize outreach and target stakeholders, specifically underrepresented groups, that are impacted by the effort.

### Task 3.4. Community Events

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Given the extent of areas of the City impacted by this effort, our team proposes a series of community events in different formats and locations to maximize outreach and engagement across the project's multiple programs. Our team proposes a combination of the following methods as agreed upon with City staff based on an effective strategy relative to timing, reach, audience, and topic of discussion:

**POP-UP EVENTS:** Our team will host a series of pop-up workshop events to provide hands-on opportunities for input. The pop-up events will take place in locations where residents gather and engage a broad sector of the community, such as piggybacking off existing community events or assets, like farmer's markets, festivals, parks, etc. The pop-up events will provide the opportunity for participants to provide feedback on the vision, goals, opportunities/challenges, and draft plan materials, emphasizing redevelopment options in areas subject to change.

**WALKING TOURS:** Our team will organize and host up to three walking tours of select areas of interest and change to learn from community members about their insights for change in their immediate neighborhoods. These tours may be conducted in conjunction with pop-up events if opportunities for efficiency exist, as agreed upon by staff.

**OPEN HOUSES:** After the development of draft materials (across the multiple specific plans, urban plans, overlays, and objective standards, etc.), our team will host a series of open house or showcase events to present draft materials before proceeding into finalization.

**VIRTUAL MEETINGS:** In addition to these strategies, our team will also host a series of virtual meetings to provide an online platform for sharing progress and obtaining community input.

### Task 3. Deliverables

- A draft and final Community Outreach and Engagement Plan

- Draft and final versions of project graphic identity, project website, and social media content
- Draft and final stakeholder outreach list
- Facilitation of up to 10 stakeholder meetings
- Event logistics plan and coordination with City staff for each event
- Event materials, event noticing, and summary of engagement for each event
- Event facilitation and staffing of at least four engagement specialists for each event, including at least one Spanish speaking facilitator
- Event facilitation of up to 10 community events, consisting of a combination of walking tours, pop-up workshops, open houses, and/or virtual meetings as agreed upon with City staff
- Draft and final versions of a community online survey as agreed upon with City staff, including summary of results
- Spanish translation of public-facing materials

### **TASK 4. Market Demand and Economic Feasibility Analysis**

To inform a market-feasible strategy for how best to implement the various programs of the Housing Element, Pro Forma Advisors will conduct a comprehensive analysis across the following subtasks:

#### **Task 4.1. Citywide Market Demand Analysis**

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To inform the best approach to the rezoning, Pro Forma will assess the opportunity for housing while balancing the need to retain and grow the city's economic vitality which encourages the growth of nonresidential land uses. We will assess the market conditions for residential only and mixed-use development across the identified sites and commercial/industrial corridors. We will review real estate market fundamentals to document recent and future competitive developments, recent sales and comparable transactions, asking rents, vacancy rents, and capitalization rates within the city and larger market area. Based upon the market assessment, we will forecast market potential for residential and mixed-use development, the timing of the demand, and the projected absorption rates.

#### **Task 4.2. Physical Development Feasibility Analysis**

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In tandem with the financial feasibility analysis, Dudek will conduct a physical feasibility analysis for up to five hypothetical redevelopment scenarios. In collaboration with City staff, Dudek will select typical parcels/sites to represent hypothetical development programs and uses. The study will test-fit typical housing and mixed-use developments on identified sites to illustrate density, height, setbacks, façade modulation/articulation, parking/loading, open space, and access/circulation. In tandem with the financial feasibility analysis, these studies will test and reveal the impact that new regulations might have on the physical feasibility of market-typical residential and mixed-use developments (e.g., live/work, podium, wrap, subterranean parking, horizontal versus vertical mixed-use). The findings will determine the feasibility of the sites and usability of new regulations in that they do not inadvertently prevent buildings that are typically market-supported and/or create environments that the community does not support. As such, the studies will also test the potential modifications to any constraining regulations to better support physical and market feasibility and consider the physical impact of applying incentives, such as flexibility in height, density, parking, and open space requirements, etc.

### Task 4.3. Financial Development Feasibility Analysis

In tandem with the physical feasibility analysis, Pro Forma will explore the financial feasibility of up to five residential and/or mixed-use development prototypes. The analysis will test the various typologies and analyze the underlying economics that will impact their development. The analysis will use assumptions from the Citywide Market Analysis to evaluate the prototype’s demand, likely price points, occupancy, etc. With revenue assumptions in hand, Pro Forma will evaluate contemporary land prices, operating assumptions, and capitalization rates. After estimating relative order of magnitude (ROM) cost estimates for the alternatives, a financial analysis will be conducted to determine if the development options are feasible from a developer’s perspective.

### Task 4.4. Fiscal Impact Analysis

Pro Forma will develop a fiscal impact model to evaluate selected development prototypes. To address the issue of growth, the City needs to evaluate how the rezoning program will impact its long-term fiscal sustainability. The first part of our work will focus on gaining an understanding of the city’s current fiscal health, identifying key near-term and long-term issues faced by the city, and evaluating how future growth can impact levels of service offered by the city. The second part of the study will focus on developing a model to assess the fiscal implications of the proposed new development typologies. The fiscal impact model will be used to ensure that the selected development prototypes will support the long-term fiscal well-being of the city by allowing for new development without adversely affecting the ability to provide municipal services to residents through the city’s General Fund.



**West 17<sup>th</sup> Street, a hybrid industrial-residential street, offers a variety of unexpected street experiences.**

### Task 4.5. Summary of Findings and Recommended Approaches

After conducting a thorough review and analysis as described in this task, Dudek and Pro Forma Advisors will prepare a summary of findings that identifies the opportunities and challenges to introducing new housing and mixed-use across the identified sites and other areas of the City. These findings will most importantly help to inform how the rezoning may be implemented, and will continue to inform the work to implement subsequent programs.

#### Task 4. Deliverables

- Citywide Market Analysis Report
- Physical and Financial Development Feasibility Analysis Report
- Fiscal Impact Analysis
- Summary of Analysis Report for presentation and discussion with City staff

## TASK 5. Rezoning

Based on the agreed-upon approach, Dudek will conduct the rezoning. Dudek recommends a hybrid approach which consists of a combination of both updates to select plans and creation of new and/or reuse of existing overlays, as described below.

### Task 5.1a. Updates to Select Plans

Depending on the agreed-upon approach, Dudek will update the necessary sections of select Specific Plans and/or Urban Plans. The updates will be targeted and surgical rather than wholesale, with a focus on only those sections and content that are necessary to implement the rezones as required by HCD. Dudek assumes that the City will provide the original working files (e.g., Word, InDesign) of each of the documents and applicable maps, figures, graphics, and tables for updating. For documents without original working files, Dudek assumes only recreating from scratch those sections that are necessary for updating. For purposes of initial scope and budget estimation, Dudek assumes updating up to one plan – the North Costa Mesa Specific Plan.

#### Task 5.1a. Deliverables

- One administrative draft of updated plan (red-lined Word document) for City review
- One public review draft of updated plan for public review
- One final draft of updated plan for adoption

### Task 5.1b. Creation of New and/or Reuse of Existing Overlays

Depending on the agreed-upon approach, Dudek will prepare an overlay for identified Housing Element sites. This overlay may also apply to potential sites in the 17<sup>th</sup> Street Corridor and Airport Industrial Areas. To identify these sites, we will analyze the area's appropriateness for future residential use, based on an objective methodology that will be developed in partnership with City staff. The overlay will be entirely new or be an amendment to one or both of the City's existing overlays (R-I and/or M-U). In either case, the overlay will consist of new provisions, procedures, design/development standards, as well as necessary maps, figures, and tables. Preparation of this overlay may require reference and/or updating of associated sections of the zoning code.

#### Task 5.1b. Deliverables

- Confirmation of sites in the 17th Street Corridor and Airport Industrial Areas
- One administrative draft of overlay zone for City staff review
- One public review draft of overlay zone for public review
- One final draft of overlay zone for adoption

### Task 5.2. Update to Existing General Plan

Regardless of the strategy selected to address the rezones, Dudek will prepare the necessary updates to the General Plan. This may include amending the underlying General Plan land use designations for the sites to be rezoned, updates the Land Use Map and other associated descriptions, figures, and tables, as well as strategic updates to the Community Design Element where applicable.

### Task 5.2 Deliverables

- One administrative draft of relevant General Plan sections (red-lined Word document) for City staff review
- One public review draft of relevant General Plan sections for public review
- One final draft of relevant General Plan sections for adoption

### Task 5.3. Streamlined Development Process

Regardless of the strategy selected to address the rezones, Dudek will work with City staff to streamline the City’s development process. Dudek understands the City’s request to prepare a streamlined development process (land use entitlement workflow) for qualifying housing projects consistent with state law, such as the state density bonus law, Senate Bill 35, and Senate Bill 330. Dudek recognizes that this effort could be executed in one of two ways. The first is to directly amend Chapter III. Planning applications of the zoning code to reflect recent state law that allows for a streamlined development process for qualifying housing projects given varying criteria, such as density bonus, provision of affordable housing, and other triggers. This option would codify the process ensuring regulatory applicability citywide. The second option is to prepare a standalone guidance document in a checklist format illustrating the same information. Note that this second option does not codify the process, but merely provides guidance to both City staff and project applicants. Dudek proposes to discuss the pros and cons of each option with City staff prior to commencing this task to ensure consistency with City goals and expectations.

### Task 5.3 Deliverables

- Option 1 – Amendment to the Chapter III Planning Applications of the zoning code
- Option 2 – Standalone guidance document and project checklist for applicants

### Task 5.4. Update to Housing Element

If it is agreed-upon that the rezones be prepared in a way that is different than what is currently identified in the Housing Element, Dudek will work with City staff and the City’s Housing Element consultant to update the Housing Element to ensure consistency between the Housing Element and the actuality of the rezones. This may require a revision to Programs 3D, 3C, and 3N (and/or others) inclusive of their description, selection of sites, assumed densities, etc., as well as a revision to the Housing Element Sites Inventory table. This is a critical task that will provide the City with the necessary documentation to obtain HCD certification for its Housing Element and required rezones.



Mobile home villages add to the diversity of housing stock in West Costa Mesa.

#### Task 5.4. Deliverables

- Draft and final content to be able to update Programs 3D, 3C, and 3N (and/or other programs) in the Housing Element, including text, tables, and maps

## Task 6. Zoning Code Amendments

Outside of the required rezones, this task addresses the necessary zoning code amendments to implement Programs 2E, 2F, 2H, 2J, 2M, 2N, 2O, 2P, 3F, 3S, 4E, and 4G.

### Task 6.1. Diagnostic Analysis of Applicable Sections of Existing Zoning Code

Dudek will perform a diagnostic analysis of the relevant sections of the zoning code to develop options for how best to amend the zoning code in meeting HCD requirements. The diagnostic will focus on confirming the applicable sections of the zoning code and identifying non-compliant, subjective, or constraining code language that must be amended to be consistent with state law. Dudek will prepare a Summary of Analysis Report that summarizes our understanding and key findings. The report will identify issues and considerations to be discussed and addressed with City staff and present a recommended approach to implementing the zoning code amendments as identified in the Housing Element. Dudek will present and discuss the report with City staff and, after consensus on an approach, will then proceed with the zoning code amendments.

### Task 6.2. Zoning Code Amendments

Based on an agreed-upon approach with City staff, Dudek will amend the necessary sections of the zoning code to remove governmental constraints to housing, such as updating relevant sections of the code regarding permitted uses, development standards, and development review procedures. The amendments will be targeted and surgical rather than wholesale, with a focus on only those sections and content that are necessary as identified in the relevant Housing Element Implementation Programs. The amendments will focus on language that is objective, concise, clear, and consistent with state law, and may include necessary tables and figures.

#### Task 6. Deliverables

- Diagnostic analysis of applicable sections of the zoning code slated for amendments
- Summary of Analysis Report for presentation and discussion with City staff
- One administrative draft of zoning amendments (red-lined Word document) for City staff review
- One public review draft of zoning amendments for public review
- One final draft of zoning amendments for adoption

## Task 7. Objective Design Standards

Outside of the required rezones, this task includes the work to create new citywide objective design standards applicable to residential and mixed-use development.

## Task 7.1. Analysis to Inform Objective Design Standards

### Task 7.1a. Diagnostic Analysis of Existing Residential and Mixed-Use Standards

Dudek will perform a diagnostic analysis of the existing regulations pertaining to residential and mixed-use development, specifically Chapter V, Development Standards of the zoning code. Dudek will identify the issues and opportunities as they relate to the incorporation of new citywide objective design standards into the zoning code, such as current and future organization and application of regulations, cross-referencing across chapters, usability by both staff and applicants, transition from subjective to objective standards consistent with state law, applicability of design review, etc. The diagnostic will identify strategies for how best to incorporate the new objective design standards into the zoning code consistent with state law.

### Task 7.1b. Existing Built Environment Analysis

Dudek will review and analyze the City’s existing character as seen through its buildings and public realm, including residential and mixed-use developments with a focus on typical footprint and building type (e.g., townhouse, tuck-under, podium, wrap, etc.), predominant architectural styles (e.g., Spanish, Ranch, etc.), and open space types (e.g., streetscapes, parks, plazas, squares, courtyards, etc.). This analysis will be conducted via a “windshield survey,” any available architectural or historic resource plans or studies, and other relevant information provided by City staff.

### Task 7.1c. Current/Recent Development Projects Analysis

Dudek will review current and/or recent residential-only or mixed-use development projects in the City to better understand the City’s project review process, including staff comments, conditions of



approval, request for deviations or variances, usability and feasibility of existing standards, and inclusion of community feedback, if applicable. The review will consider existing processes through the lens of state legislative requirements to determine where existing provisions and procedures may conflict with state requirements and help to identify opportunities for streamlining to maximize effectiveness, efficiency, and transparency in the development process. Dudek assumes that City staff will provide building permit data, project applications, staff review materials, and any other relevant material for mixed-use developments throughout the City.

### Task 7.1d. Case Study Analysis

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Dudek will research relevant zoning regulations (with regards to development review procedures to streamline housing production) and objective design standards in cities with similar markets. Other jurisdictions may offer us lessons learned in the ways that housing and mixed-use have been successfully regulated and incentivized, especially in recent years, given changing state housing law. At a minimum, Dudek will coordinate with City staff to determine the list of case studies and pull from lessons learned from cities for which Dudek is currently implementing similar housing element programs (Fullerton, Rancho Palos Verdes, and Pico Rivera).

### Task 7.1e. Summary of Analysis Report

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After conducting a thorough review and diagnostic analysis, Dudek will prepare a Summary of Analysis Report that summarizes our understanding and key findings. The report will identify issues and considerations to be discussed and addressed with City staff and present a recommended approach to preparing new objective design standards. Dudek will present and discuss the report with City staff and, after consensus on an approach, will then proceed with the objective design standards.

## Task 7.2. Objective Design Standards

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Based on an agreed-upon approach with City staff, Dudek will prepare new objective design standards to regulate the design of residential and mixed-use development citywide. It is not the intent of this effort to overhaul existing development standards that are considered fundamental to development (e.g., height, setbacks, density, etc.), but instead to compliment them by creating new objective design standards that affect the “look and feel” of residential and mixed-use development, such as massing/bulk, facade modulation and articulation, ground floor design, windows and doors, and other design elements as agreed upon with City staff. Dudek will also perform a “reality check” by testing the development feasibility for residential and mixed use on select real world parcels. This analysis will ensure the realistic usability of the proposed design standards. To ensure consistency with state law and streamline the development process, the new design standards will be objective, clear, concise, user-friendly, and realistic, and will include figures/graphics as necessary in plan, section, and/or 3D to provide further clarity and description.

### Task 7. Deliverables

- Diagnostic analysis of applicable sections of the zoning code
- Analysis of existing residential building/streetscape types and architectural styles
- Review of up to five current and/or recent residential-only or mixed-use development projects
- Analysis of up to three case studies



- Summary of Analysis Report for presentation and discussion with City staff
- One administrative draft of objective design standards for City staff review
- One public review draft of objective design standards for public review
- One final draft of objective design standards for adoption

### Task 8. CEQA

This task comprises the work to conduct the corresponding environmental review as required by CEQA for all necessary tasks in this effort.

#### Task 8.1. Project Description

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Dudek will prepare a project description with project-specific details to prepare a comprehensive project description for submittal to the City. Upon receipt of the reviewed project description from the City, Dudek will provide the complete, finalized project description to the project team for use in application materials.

##### Task 8.1 Deliverables

- Project description (Microsoft Word)

#### Task 8.2. Notice of Preparation

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Dudek will prepare a draft Notice of Preparation (NOP) for the project using the City-approved noticing format that is consistent with the procedural and substantive provisions of Sections 15063 and 15082 and Appendices C, G, and I of the 2024 CEQA Guidelines. The date on which the NOP is circulated will serve as the baseline for existing conditions while preparing the EIR. Dudek will provide the City with an Administrative Draft NOP and incorporate all comments and submit (electronically only) a Final Draft NOP to the City.

Once approved, Dudek will print and mail the NOP to responsible agencies, trustee agencies, and any other interested parties pursuant to the mailing list provided to us by the City. Dudek will also coordinate with the State Clearinghouse to provide the NOP for posting on their website. Dudek would be responsible for transmittal of the Final NOP to the Orange County Clerk, along with payment of any applicable filing fees. If required, the City would be responsible for publication of the NOP in a local newspaper. During the 30-day public review period of the NOP, Dudek will begin preparation of a Program EIR, consistent with CEQA Guidelines Section 15168. This scope of work does not include the preparation of an Initial Study.

The Dudek CEQA project manager will attend one scoping meeting for the project. It is assumed that the City will coordinate and facilitate the scoping meeting, including arranging a venue, and that presentation materials describing or illustrating the project will be provided by the City and the Planning and Urban Design team. Dudek will provide relevant meeting handouts, including a summary of the NOP, a CEQA process flowchart, the purpose of the scoping meeting, environmental issue areas, and a sign-in sheet. Dudek will also take detailed notes regarding the issues raised by commenting individuals that should be addressed in the Program EIR. In addition, Dudek will be available to present the purpose of the scoping meeting, provide an overview of the CEQA process, and answer questions raised by the public regarding the CEQA process and/or general questions regarding technical and

analytic methods, as needed. Dudek’s primary role in the scoping meeting is to solicit and record public input regarding the scope and content of the EIR. Following the scoping meeting, a summary of all comments recorded at the meeting will be provided to the City.

### Task 8.2 Deliverables

- Administrative Draft and Final NOP: one electronic copy (Microsoft Word)
- Mail the NOP to applicable agencies and interested parties pursuant to the City’s mailing list
- Post the NOP package to the State Clearinghouse
- File the NOP with the Orange County Clerk
- Presentation materials and attendance at the scoping meeting
- Scoping meeting summary report: one electronic copy (Microsoft Word)



**West 17<sup>th</sup> Street is a primary artery serving the communities of West Costa Mesa.**

### Task 8.3. Administrative Draft EIR

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Dudek will prepare a comprehensive, accurate, and objective Program EIR for the project in compliance with CEQA and the CEQA Guidelines (both as amended throughout submittal of the EIR), and all applicable guidance and procedures established by the City for the purpose of environmental review.

The main purpose of the Program EIR is to thoroughly and accurately analyze the environmental impacts of the proposed project as a comprehensive examination that involves a series of related actions. The document will, as far as is possible, be free of industry jargon so that the information it contains is accessible to the City, decision makers, and the public. The methodology and criteria used for determining the impacts of the project will be clearly and explicitly described in each section of the Program EIR, including any assumptions, models, or modeling techniques used in the analysis.

Dudek assumes that the project description prepared at the outset and approved by City prior to circulating the NOP, will not change once the Program EIR analysis commences. In our experience, developing an accurate, finite, and stable project description prior to beginning substantial work on the environmental document has proven to greatly expedite the preparation and processing of a Program EIR.

The following outlines Dudek's approach to each chapter for the Administrative Draft Program EIR.

- **Table of Contents.** The table of contents will contain a list of Program EIR contents, including text discussions and lists of tables and exhibits. It will also include a list of appendices.
- **Executive Summary.** Pursuant to Section 15123 of the CEQA Guidelines, the summary will contain an overview of the proposed project, including a list of required discretionary approvals. The summary will also include impacts and mitigation measures; known areas of controversy, including issues raised by other agencies and the public; and alternatives to the proposed project.
- **Introduction.** The Introduction chapter of the Program EIR will define the purpose, scope, and legislative authority of the Program EIR; the requirements of CEQA; and other pertinent environmental rules and regulations. This section will also describe the environmental procedures used to prepare the analysis. The intended uses of the Program EIR will be outlined. A list of discretionary approvals will also be included. In addition, a list of related agencies and approvals will be included. Major known issues or issues of controversy will be summarized. Finally, a summary of the document organization will be included.
- **Project Description.** The bulk of this chapter will be prepared prior to circulating the NOP. However, a list of relevant projects to be utilized throughout the cumulative impacts analysis will be included at this stage, as will be a summary of the cumulative impact assessment approach.
- **Environmental Analysis.** Dudek will conduct analyses to evaluate the proposed project at a programmatic level. If mitigation measures would be required to reduce environmental impacts associated with the proposed project, these mitigation measures would be incorporated into each section of the environmental analysis.
- **Cumulative Effects.** The cumulative analysis will be qualitative in nature and will be based upon known projects, either approved, proposed (applications on file), or reasonably foreseeable, within a defined area around the proposed project, as determined by the factors relevant to

each environmental issue area. The cumulative impact assessment will be based on potential development projects that may, in combination with the proposed project, create cumulatively considerable environmental impacts, as required by Section 15130 of the CEQA Guidelines.

- **Alternatives to the Proposed Project.** To accurately define alternatives, Dudek will work with the City to clearly articulate project objectives. The Program EIR can then most effectively assess alternatives in light of the CEQA mandate to reduce significant project impacts while meeting the project’s basic objectives.

Dudek proposes a two-tiered approach to the alternatives analysis: (1) describe the alternatives screening process, and (2) describe and analyze those alternatives selected for detailed study. This will allow the Program EIR to demonstrate the consideration given to a sufficiently broad range of alternatives. The alternatives screening process will provide an opportunity for the Program EIR to describe the process used to identify alternatives. The section will describe a range of alternatives initially considered, including their ability to meet “screening criteria.” Alternatives not carried forward for detailed analysis will be identified, and the reason for rejection of these alternatives will be specified.



For those alternatives described in detail, the Program EIR will qualitatively address the environmental impacts that would result. Dudek will work closely with the City and Planning team to develop a reasonable set of alternatives, which are likely to include (1) a no-project alternative (as outlined in CEQA Guidelines Section 15126.6), (2) development at alternate sites, and (3) a modified development scenario tied to the reduction or avoidance of significant impacts. Additional alternative(s) would be determined once key project impacts have been further defined. For cost-estimating purposes, Dudek assumes that three alternatives, inclusive of the no-project alternative, will be evaluated in the Program EIR.

The alternatives will be described in a sufficient level of detail to allow meaningful comparison with the proposed project. Each alternative will be evaluated with respect to each key impact category. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the alternative will also be discussed, and the environmentally superior alternative will be identified. During the environmental analysis, minor variations to the proposed project that could have the effect of reducing or eliminating environmental concerns may become apparent. These variations will be recommended, where feasible.

- **Other CEQA Considerations.** This chapter of the Program EIR will briefly summarize the impacts of the proposed project, the level of significance of impacts, recommended mitigation measures, and the level of significance after mitigation. Long-term term implications of the

project will be discussed, including any potential growth-inducing and irreversible impacts of the proposed project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth, will be qualitatively analyzed, to the extent that they are applicable. This section will also include a list of all significant irreversible environmental changes that would occur as a result of the project (these changes would be involved in the proposed action should it be implemented).

- **Preparers and Contributors.** This chapter will contain a list of organizations and persons consulted during preparation of the Program EIR and will list all persons involved in the preparation of the document and their title and role, as well as contributors to the content of the Program EIR.
- **References and Acronyms.** The Program EIR will include a list of all references cited during preparation of the Program EIR. It should be noted that it is Dudek's standard policy that a digital copy of all references used to prepare the Administrative Draft Program EIR can be submitted to the Project Applicant and the City, if necessary, during the time of initial review. The Program EIR will also provide a list of acronyms and their definitions as used in the Program EIR.
- **Technical Appendices.** All technical studies, survey results, data, and public and agency comments will be included as appendices to the Program EIR.

### Task 8.3 Deliverables

- Administrative Draft Program EIR: one electronic copy (Microsoft Word)

### Task 8.4. Screencheck Draft EIR

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Upon receipt of a consolidated set of review comments from the City, Dudek will revise the Administrative Draft Program EIR to be responsive to comments raised. This scope of work assumes that no new or revised technical studies will be required. Dudek will provide the City with a Screencheck Draft of the Program EIR for final review and comment.

### Task 8.4 Deliverables

- Screencheck Draft EIR: two electronic copies (Microsoft Word and PDF)

### Task 8.5. Public Draft EIR

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Dudek will prepare a Draft Program EIR for a 45-day public review period that incorporates all the comments on the Screencheck Draft Program EIR. For cost-estimating purposes, Dudek assumes that the final round of review, comment, and revisions will only require minor text edits and changes.

Dudek will prepare drafts of both the Notice of Availability (NOA) and the Notice of Completion (NOC) for City review. Upon receipt of City review comments, Dudek will finalize these documents for City signature and distribution. Dudek will be responsible for providing the NOC and Draft Program EIR to the State Clearinghouse. Dudek will also be responsible for posting the NOA with the Orange County Clerk and providing filing fees. Dudek assumes that the City will be responsible for distributing the NOA to interested stakeholders, agencies, and the public. In the event the City would like to publish the NOA in a paper of local circulation, Dudek assumes that the City will take the lead on posting the notice with the paper.

### Task 8.5 Deliverables

- Draft Program EIR (electronic only)
- State Clearinghouse package (NOC, Draft EIR)
- NOA: one electronic copy; one stamped copy from Orange County Clerk (and payment of applicable filing fees)

### Task 8.6. Final EIR

Dudek will prepare a Final Program EIR, including the following chapters: Response to Comments, Revisions to the Draft Program EIR, and mitigation monitoring and reporting program (MMRP). For cost-estimating purposes, Dudek assumes two rounds of review, comment, and revisions by the City and Dudek.

Dudek will assist the City with providing the Final Program EIR at least 10 days prior to consideration for certification by the City to any commenting public agency and any member of the public who has requested the document. Once the Program EIR has been certified, Dudek will prepare a Notice of Determination (NOD) and assist the City with filing with the State Clearinghouse and the Orange County Clerk.

#### Response to Comments

The Response to Comments chapter of the Final Program EIR will include comments received on the Draft Program EIR, responses to those comments, and standard introductory material. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. For purposes of this scope of work and cost estimate, Dudek assumes that no more than 20 substantive discrete comments will be received on the Draft Program EIR; note that one comment letter can contain multiple substantive comments. Since the actual scope and extent of public comments cannot be definitively determined at this time, if additional staff hours are needed to prepare responses to comments, the scope of work and budget provided in this proposal would be amended.

#### Revisions to the Draft EIR

Dudek will complete revisions to the Draft Program EIR text and provide a complete updated Program EIR document, with additions shown in double underline and deletions shown in ~~strikeout~~. Dudek assumes that these revisions would be captured by listing in an errata to the Draft Subsequent EIR.

#### MMRP

The MMRP will be in table format and will specify project-specific mitigation measures and standard conditions of approval that are applicable to the project. Mitigation timing and responsible parties will also be identified. The objective of the MMRP is to comply with California Public Resources Code, Section 21081.6, as mandated by Assembly Bill 3180, which requires that a lead agency adopt an MMRP at the time an EIR is certified. Dudek assumes that the City will be responsible for preparing the Findings of Fact, and if necessary, the Statement of Overriding Considerations for the project. In the event the City would like Dudek to prepare these documents, an amendment will be provided for these additional services.

### Task 8.6 Deliverables

- Administrative Final Program EIR: one electronic copy (Microsoft Word)
- Final Program EIR: electronic copy (Microsoft Word files and PDF file with OCR searchable text)
- NOC: one copy (submitted to State Clearinghouse)
- NOD: stamped copy by the Orange County Clerk; copy submitted to State Clearinghouse (and payment of filing fees, including CDFW filing fee)

## Task 9. Public Hearings

This task addresses the work to engage the City Council and Planning Commission at public hearings for review, approval, and adoption of each of the tasks in this effort.

### Task 9.1. Public Hearings

Dudek will assist City staff with the public hearings necessary to review and adopt the rezones, zoning code amendments, new overlays, new objective design standards, General Plan amendment, EIR certification, and a potential Housing Element amendment. Dudek will prepare presentation materials, as well as the public review and final versions of the applicable documents to attend and present at public hearings conducted by the Planning Commission and City Council. Dudek assumes that City staff will be responsible for drafting staff reports, resolutions, ordinances, and public notification.

### Task 9.1. Deliverables

- Draft and final presentation materials
- Attendance and presentation at eight Planning Commission and eight City Council meetings. Dependent on the agreed upon approach and timeline, Dudek recommends consolidating public hearings across tasks where it makes sense to improve efficiencies.



## Achieving Client Satisfaction

Dudek facilitates critical thinking, careful questions, and productive discussion during kickoff meetings and initial materials review to consider any possible risks and challenges of each project. We believe in frequent and ongoing communication as the key to identifying problems as they arise. Dudek will work collaboratively to develop solutions, offering counsel on resolution of various technical issues and controlling document quality and schedule. Catherine will coordinate with the City via video conferences, phone, email, and in-person meetings, as needed. Frequent communication helps both parties identify potential revisions to each project at the earliest possible stage, allowing maximum time to adjust and refocus the project to maintain both cost and schedule.

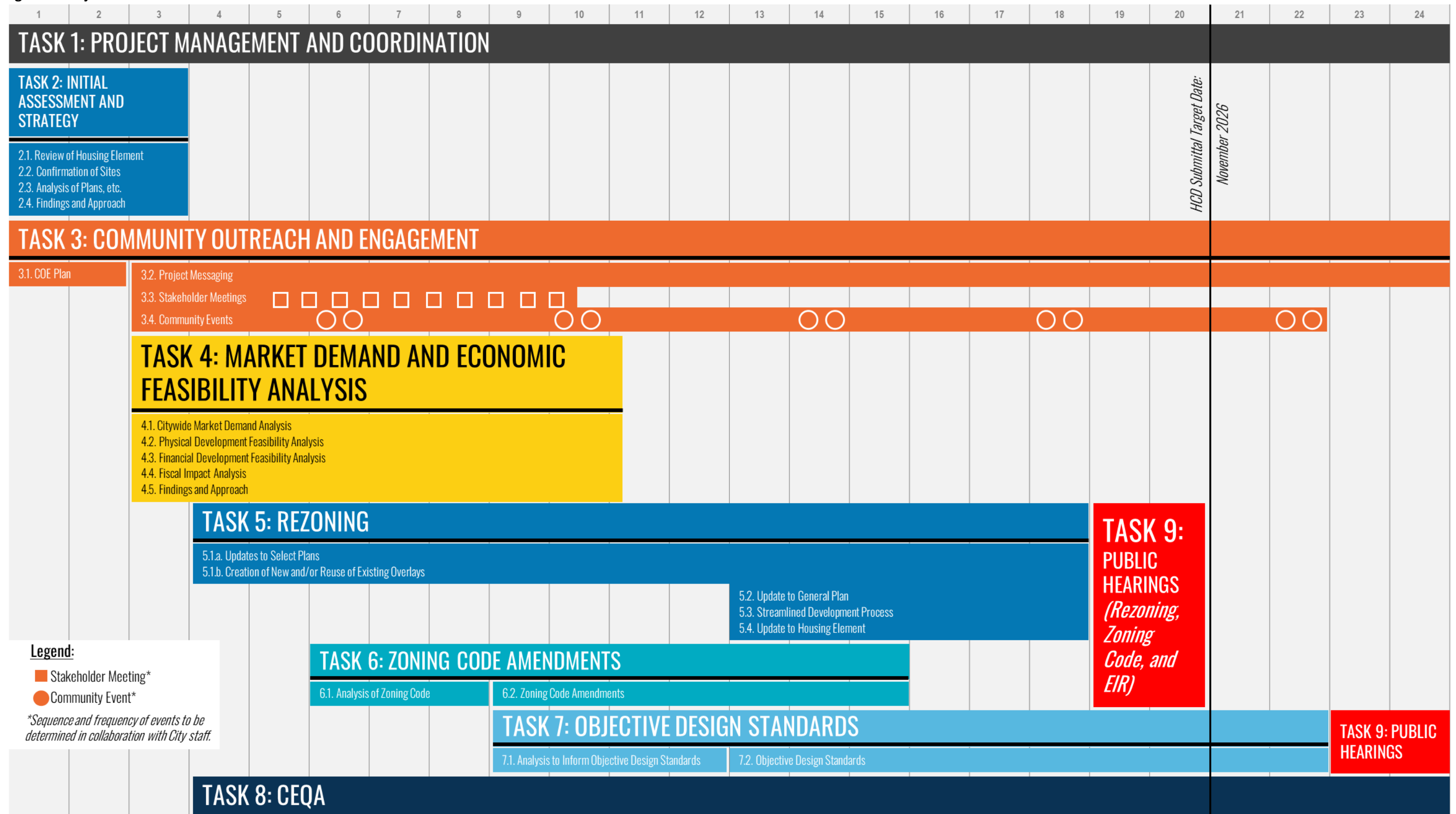
Dudek's organizational structure places clients at the top, with our project management directly supporting you. There is no middle management to slow decision-making processes or hinder your project progress. Project managers are well informed, practiced, and empowered to harness the full resources of our firm. Whether it is a quick phone call or an additional scope element, Catherine can quickly mobilize new approaches, resources, and team members to meet your needs. Our depth of staff allows us to be responsive to a variety of needs on multiple, concurrent tasks and remain flexible to changing requirements and unforeseen issues.

## Project Schedule

**Figure 2** details our project schedule. For this effort, we are assuming a 24-month timeline, with the required rezones and revised Housing Element to be submitted to HCD no later than November 2026. This timeline assumes an expedited effort to implement and adopt the rezones for HCD certification but recognizes that other non-urgent efforts (such as the Objective Design Standards) may require additional time beyond November 2026. Depending on the agreed-upon approach to the rezoning, there may be opportunities to more efficiently stagger the tasks and/or conduct them concurrently.



Figure 2. Project Schedule



**Legend:**  
■ Stakeholder Meeting\*  
● Community Event\*  
*\*Sequence and frequency of events to be determined in collaboration with City staff.*

HCD Submittal Target Date:  
November 2026

## Roles of City Staff and Consultant Staff

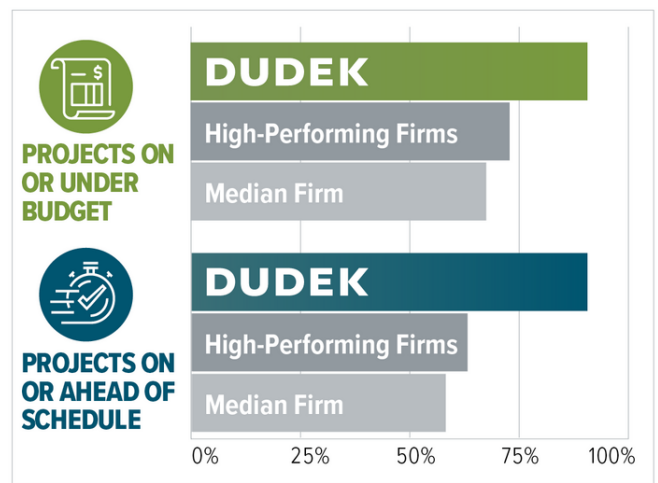
Dudek will perform the consultant work and will serve as extension of City staff as needed. We will rely on City staff for guidance, review, and coordination with the Costa Mesa City Council. Please refer to the organization chart in **Section 6, Key Personnel** for Dudek staff roles.

## Innovative, Creative Approaches

Dudek’s success in executing client tasks on time and within budget (**Figure 3**) is driven by open team communication initiated by the contract manager and the designated task lead. Project staff will be kept apprised of any project changes and schedule demands communicated by the City, keeping environmental resource staff engaged with a sense of team purpose in carrying out our work in support of your goals.

To ensure project success, we engage in clear communication and cooperation with the City, holding regular conference calls and preparing agendas to assist teams in clarifying any issues and proceeding with the work in a unified manner. We use check-in meetings with our project teams to allocate resources properly and according to the City’s schedule constraints. When working on several concurrent projects, we identify areas where information sharing can reduce the time, budget, or work needed to produce deliverables.

**Figure 3. Record of Delivery On Time and Within Budget**



Based on firms’ self-reported data for the 2021 Deltek Clarity Architecture & Engineering Industry Report



# QUALIFICATIONS AND EXPERIENCE OF THE FIRM

## 4 Qualifications and Experience of the Firm

### Relevant Experience

The Dudek team has extensive experience providing urban design, planning, economic and market analysis, environmental review, and public outreach and engagement services for communities throughout Southern California. Specifically, Dudek is currently assisting multiple jurisdictions in improving or developing new zoning regulations to allow residential only and mixed-use development along major commercial corridors to fulfill the commitments identified in their most recent housing element updates. Please see a details of our relevant experience under Similar Current and Previous Contracts. In addition to references with our relevant experience, further references are included on the Company Profile & References form.

### DUDEK EXPERTISE

Dudek is well positioned to provide consulting services for the Housing Element Rezoning Update and EIR for the City’s Economic and Development Services Department. Founded in 1980, Dudek is a California corporation with 14 California offices, including one in Pasadena. We are staffed by more than 900 planners, urban designers, outreach specialists, geographic information system (GIS) experts, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) 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 community interests.

### Our Planning and Urban Design Studio

Our Planning and Urban Design studio is a boutique service at Dudek where we focus on creating vibrant, sustainable, and equitable communities. Our city planners, policy planners, and urban designers work collaboratively with clients on plans, both large and small. By quickly leveraging our comprehensive in-house technical expertise, we can balance and prioritize urban design, land use, infrastructure, sustainability, and transportation objectives to address short- and long-term planning challenges. We emphasize the importance of rigorous analysis in successful problem-solving and

demonstrate that accurately defining the problem is the crucial foundation to solving it. Our plans are realistic, bold, and stand the test of time. A description of our planning and urban design services specific to the City's needs are provided below.

### **Conducting Design and Development Feasibility Tests**

Our team has deep and varied backgrounds in design, architecture, construction, and development. Having trained and practiced as architects, our urban designers are adept at reading the built environment and are passionate about elevating the quality of its design. Our understanding of building typologies, development patterns, and building construction techniques are rooted in best practices, principles of good urban design, and current market and regulatory conditions. This insight enables us to study sites with care. We study and develop concepts for prototypical developments and improvements—from multifamily residential to mixed-use and accessory dwelling units (ADUs)—to help inform good policy. We have conducted site capacity/feasibility studies to ground-truth market assumptions and confirm the applicability of new codes and standards that will incentivize the production of housing. By exploring in 3D the variations in scale and massing of building typologies, capacity of housing units, and effects on adjacent uses and the public realm, for example, we can identify physical site constraints and regulatory barriers that can hinder desired new construction. Our studies, though robust, can be simplified for public use and shared in user-friendly graphic formats.

### **Evaluating and Amending Zoning Codes and Design and Development Standards**

Dudek has assisted cities in creating new and updating existing zoning codes to respond to changing development and construction trends and typologies, while also incorporating mandates that flow down from state and federal legislation. Our team is adept at zoning and regulatory research, assessments, revisions, and preparing new language resulting in comprehensive zoning code updates, zoning overlays, and minor zone text amendments. Our approach to zoning builds in flexibility where appropriate and prevents unintended consequences. Beginning with a comprehensive diagnostic analysis of existing code regulations, our approach to zoning revisions is straightforward:

- Make it simple: The zoning code should easily be understood by all (from novice property owners to design professionals).
- Do not duplicate: The code should not repeat—or worse—conflict with standards elsewhere in the municipal code.
- Verify its objective: Development standards must be unambiguous in intentions.
- Act in good faith: Zoning code revisions that are triggered by revisions in state law should respect both the letter and spirit of the law and not resort to loophole seeking.
- Make it endure: Zoning amendments should not be overly prescriptive to allow room for the natural evolution of building types over time.

### **Preparing Regulatory Documents**

Dudek has extensive experience preparing General Plans, Community Plans, Specific Plans, zoning codes, overlay zones, and more. Our approach to land use planning relies on robust public input backed by data to assess and understand land use needs, issues, and opportunities comprehensively. Our team works to understand and enhance areas with the greatest opportunity to increase intensity by assessing existing and planned infrastructure, proximity to key employment centers, and access to community resources, such as transit, bicycle and pedestrian facilities, parks, grocery stores, and other

amenities that are needed in day-to-day life. Where key challenges are identified, our team provides key pathways to overcome such challenges, such as identified needed public infrastructure to support changes in land use and intensity. We communicate the results of the planning process through regulatory documents that are user-friendly and implementable, keeping in mind that community aspirations can be realized only when enabled by sound policy and regulations.

### Public Communication

Dudek understands that the success of a project requires careful coordination and open communication with a variety of interested parties, including agencies, departments, decision makers, elected officials, staff, stakeholders, and the community. Our team has extensive experience facilitating and leading public presentations, meetings, and hearings with decision-making bodies, such as city councils, planning commissions, committees, and boards. With demonstrated expertise in writing, speaking, presentation, and negotiation, we can effectively communicate in public settings, sometimes in a contentious setting, toward a common purpose. We can relay complex technical information in a way that is easy to understand and are able to gain the trust of a wide range of constituents. Many of Dudek's planners also have prior experience working in the public sector and are familiar with the procedures and efforts needed in preparation of public hearings. Our team can prepare clear and compelling presentation materials tailored to the audience, support in preparing staff reports, and actively engage in public discussions to inform and educate, as well as listen and learn.

## SUBCONSULTANT EXPERTISE

### Kearns & West

Kearns & West partners with municipal leaders and stakeholders to formulate strategies for citywide community engagement projects. Cities rely on Kearns & West to help establish more effective communication channels, create proactive processes for identifying and resolving issues and concerns, and ensure that public involvement has a place in shaping the future. In addition to work in Costa Mesa, the Kearns & West team is leading engagement for planning, housing, and zoning projects in Santa Ana, Irvine, Newport Beach, Anaheim, Mission Viejo, and Laguna Niguel.

Orange County Principal Jenna Tourjé-Maldonado has a long history and experience in the City. She lived in Westside Costa Mesa for 20 years, and during that time served as Executive Director and board member with the former Mika CDC. Her work in community development helped launch Trellis and other Costa Mesa community groups. Jenna served as co-chair of the Planning Commission representing District 4. Jenna is committed to Costa Mesa—while she was a lecturer for the University of California at Irvine Graduate School of Urban Planning and Public Policy, she had her students focus their practicum projects on planning challenges in Costa Mesa.

### Pro Forma Advisors

Pro Forma Advisors LLC is a partnership committed to providing objective, unbiased economic analysis of real estate development projects. They specialize in land use economics consulting for developers, owners, operators, investors, cultural institutions, nonprofits, and government. They apply extensive experience, creative thinking, new business approaches, and data-driven analysis to their projects. Pro Forma Advisors are highly experienced in working within multidisciplinary project teams, alongside

allied professional service firms in the areas of design, planning, architecture/engineering, and operations. Pro Forma Advisors offers market analysis, concept/business model development, financial feasibility, economic and fiscal impacts, valuations, and economic development strategies.

### Proposed Team Members

The Dudek team specifically chosen for this contract has the availability and capacity to provide services on upcoming City projects. We are a one-stop shop and have a wide range of planning professionals with different specialties, including environmental, architectural historians, biologists, hydrologists, acousticians, transportation planners, and geographic information system (GIS) specialists.

**Figure 4** in the Key Personnel Section outlines Dudek's proposed team organization. Resumes for proposed key personnel are provided in **Appendix A** for the City's review.

### Project Management

#### CATHERINE TANG SAEZ, AICP

This project will be managed by Dudek's Catherine Tang Saez, AICP, who is committed and empowered to provide responsive, efficient, and high-quality services to the City. Catherine will be the main point of contact responsible for managing the contract and assigning the most appropriate staff for each task, in addition to leading the planning technical work. Catherine believes that successful technical practitioners make successful project managers given their nuanced understanding of the work required of projects. She has 16 years' experience coordinating multidisciplinary teams. She will be supported by Gaurav Srivastava, AICP, the Dudek Urban Design director, as principal in charge.

Effective project management is the crucial ingredient of Dudek's success, and more importantly, that of the clients and communities we serve. The best idea, the most innovative approach, and every thoughtful policy we craft ultimately relies on our ability to complete and deliver our contracted scope of work within budget and on time. We hire people who are client-focused, self-driven, and enjoy their work. Our organizational structure is flat and nimble, designed to empower our project managers to be flexible, decisive, and quickly assemble resources to meet client and project needs.

## Team Organization and Capacity

The Dudek team has the capacity and necessary resources to ensure that qualified personnel will be made available to the City for the duration of the contract period. Our team is structured to be flexible to client needs, and we quickly execute tasks amid ongoing client commitments.

Our IT capabilities allow us to efficiently collaborate with staff in other offices, and our deep as-needed staffing pool supplements us with trusted professionals at a moment’s notice. We have internal coordination protocols, including weekly meetings, to efficiently reassign or reprioritize staff to address immediate staffing needs. Along with our project manager and task leads, our support staff, accounting professionals, and contract coordinators will remain 100% dedicated to this contract.



The team presented in this proposal will be 100% dedicated to this contract and up to 100% available.

## Corporate Information

Table 2 details Dudek’s corporate information.

**Table 2. Dudek Identification Information**

<b>Legal Form of Company</b>	California Corporation (100% Employee-Owned)
<b>Name of Corporation</b>	Dudek
<b>Corporate Office Address</b>	605 Third Street, Encinitas, California 92024
<b>State and Date of Incorporation</b>	California; September 1, 1983
<b>Company Officers</b>	Joseph Monaco, AICP – President/CEO Eric Wilson – Executive Vice President Robert Ohlund, PE – Vice President Pete Campbell – Vice President, Federal Services Danielle Voss – Vice President, Human Resources; Assistant Secretary Helder Guimarães – Chief Financial Officer/Treasurer Michael McGrattan – Chief Information Officer Amy Paul – General Counsel; Secretary
<b>Local Office Address and Information</b>	2721 Las Ramblas, Suite 340, Mission Viejo, California 92691 Our Mission Viejo office open its doors for business on July 1, 1996.



## Similar Current and Previous Contracts

### Dudek

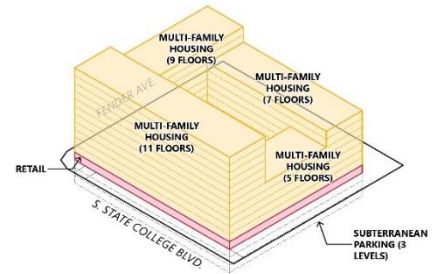
#### FULLERTON HOUSING INCENTIVE OVERLAY ZONE

**Client:** City of Fullerton

**Reference:** Sunayana Thomas Community & Economic Development Director, [sunayana.thomas@cityoffullerton.com](mailto:sunayana.thomas@cityoffullerton.com), 714.738.6837

**Period of Performance:** 2020–Ongoing

Dudek is currently developing a Housing Incentive Overlay Zone (HIOZ) for select parcels with underlying commercial and industrial zoning designations in the City of Fullerton. The HIOZ is a program identified in the city’s Housing Element update and is meant to incentivize the development of more housing, especially affordable housing, by expanding its allowability and reducing regulatory burdens. Dudek and Pro Forma Advisors are testing the physical and financial feasibility of housing on these parcels and is updating the city’s existing multifamily and mixed-use development standards for both citywide and HIOZ use. The overlay zone will rely on a hybridized approach to development standards by incorporating the easy-to-understand format of Euclidian zoning and layering in the design aspirations of a form-based code. Integral to this project is a capacity-building effort that aims to educate and inform a group of Fullerton stakeholders, the “Housing Champions,” of the economic and regulatory landscape of housing policy. In addition, Dudek is preparing the EIR and supporting technical studies for the overlay zone



#### RANCHO PALOS VERDES HOUSING ELEMENT IMPLEMENTATION PROGRAMS AND CEQA ANALYSIS

**Client:** City of Rancho Palos Verdes

**Reference:** Brandy Forbes, Community Development Director, [bforbes@rpvca.gov](mailto:bforbes@rpvca.gov), 310.544.5227

**Period of Performance:** 2021–Ongoing

Dudek is currently assisting the City of Rancho Palos Verdes in implementing multiple programs from its 2021–2029 Housing Element Update, including a Mixed-Use Overlay District, a Residential Overlay District, accessory dwelling unit ordinance update, and other rezones. In particular, the overlay districts will enable the city to accommodate its RHNA requirement along the city’s two primary commercial corridors. Dudek is testing the physical feasibility of a variety of mixed-use building typologies while considering unique sightline and topographical constraints specific to the peninsula. Recognizing that housing is usually a contentious topic in community discussions, the project takes an educational approach to outreach by focusing messaging around the social, economic, and environmental benefits of mixed use and soliciting feedback on the various types of mixed-use amenities the public aspires to as appropriate for the community. In addition, Dudek is preparing the EIR and supporting technical studies for the overlay zone.



**PICO RIVERA COMPREHENSIVE ZONING CODE UPDATE**

**Client:** City of Pico Rivera  
**Reference:** Estefany Franco, Planner, [efranco@pico-rivera.org](mailto:efranco@pico-rivera.org), 562.801.4026  
**Period of Performance:** 2023–Ongoing

Dudek is currently conducting a Comprehensive Zoning Code Update (CZCU) for the City of Pico Rivera. The city’s current zoning code has not been comprehensively updated since 1993. Although it has been amended over the years, the resulting zoning code has gradually become outdated, and the CZCU will ensure that the zoning code effectively implements the policies of the General Plan while also addressing recent state law to facilitate housing, set clear expectations for the design of new development (known as Objective Design Standards), and streamline the review and approvals processes. The CZCU will modernize the city’s approach to development regulations to reflect current development best practices and provide an illustrated and user-friendly set of regulations. Dudek is providing design, planning, and community engagement services to facilitate the completion of the CZCU.



**NEWPORT BEACH GENERAL PLAN UPDATE**

**Client:** City of Newport Beach  
**Reference:** Benjamin Zdeba, AICP, Principal Planner, [bzdeba@newportbeachca.gov](mailto:bzdeba@newportbeachca.gov), 949.644.3253  
**Period of Performance:** 2023–Ongoing

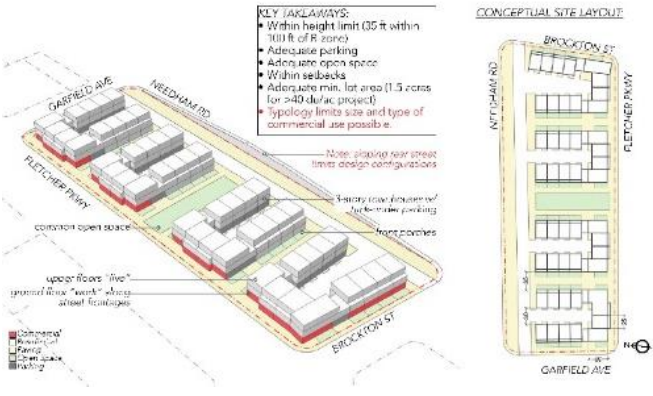
Dudek is preparing a comprehensive update to the City of Newport Beach’s General Plan, including robust outreach, branding, extensive technical analysis, and updates to the General Plan elements, with a focus on safety, community resources, sustainability, and climate resilience. The effort focuses on developing an implementable General Plan that the city’s departments and the community will take on as their own. In partnership with Kearns & West, we are emphasizing communication and consensus building and are actively involving and considering all input from the community and interested parties to develop a collective vision for the city over the next 20 to 30 years. Our expert planners, urban designers, and community engagement specialists are approaching this project with a sustainability-focused lens to result in a plan that meets the community’s needs and the state’s regulatory requirements and blends community-driven and cost-effective ideas into policy recommendations and implementable actions. Dudek is also preparing the supporting CEQA documentation in the form of a Supplemental EIR.



**EL CAJON HOUSING AND MIXED-USE STRATEGIES**

**Client:** City of El Cajon  
**Reference:** Michael Viglione, Senior Planner, [mviglione@elcajon.gov](mailto:mviglione@elcajon.gov), 619.441.1773  
**Period of Performance:** 2021–2023

Dudek updated the City of El Cajon’s regulations and procedures for the provision of residential and mixed-uses. Dudek undertook a multifaceted approach that included an in-depth analysis of and update to existing regulations pertaining to residential and mixed-use development and accessory dwelling unit development, as well as internal permit processing procedures. The project resulted in updated objective residential development and design ordinances paired with easy-to-understand graphics; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive ESRI StoryMap for the availability of developable sites; and guides and marketing materials to assist staff as well as developers in understanding updated regulations and procedures.



**BURBANK SPECIFIC PLAN PEER REVIEW AND UPDATES**

**Client:** City of Burbank  
**Reference:** Amanda Landry, Principal Planner, [alandry@burbankca.gov](mailto:alandry@burbankca.gov), 818.238.5250  
**Period of Performance:** 2024–Ongoing

Dudek is currently supporting the City of Burbank to truth-test and refine two concurrent Specific Plans: the Media District Specific Plan and the Golden State Specific Plan. The districts are distinct from one another, requiring different, but tailored approaches to design and development standards; the Media District is a dense business district that encompasses the global epicenter of media production offices and various studio lots, while the Golden State District is home to Burbank Airport and the future High-Speed Rail Station, making it especially prime for TOD. The city contracted Dudek to perform a peer review of the plans, inclusive of a thorough diagnostic analysis of both document structure and regulatory content. The analysis included rigorous site feasibility testing of development standards to ensure the plans’ real-world effectiveness and identified recommendations to better align the two plans with best practices and with one another to facilitate the effective, efficient, and transparent use of the standards by developers and city staff alike.



## ADDENDUM TO THE LOS ANGELES COUNTY HOUSING ELEMENT PROGRAM EIR FOR THE GATEWAY PLANNING AREA REZONING

**Client:** County of Los Angeles

**Reference:** Connie Chung, AICP, Deputy Director, Advance Planning Division, [cchung@planning.lacounty.gov](mailto:cchung@planning.lacounty.gov), 213.893.7038

**Period of Performance:** 2020–2024

Dudek prepared the Gateway Planning Area Rezoning Program Addendum to the Los Angeles County Housing Element Update Program EIR. Dudek worked closely with the Department of Regional Planning to determine the appropriate CEQA document for the project. The Gateway Planning Area Rezoning Program included upzoning certain parcels to accommodate more housing options, rezoning certain parcels to ensure consistency across the General Plan Land Use Map and the Zoning Code, and an Alternate Parcel Component, which allowed for flexibility in the rezoning program. The Rezoning Program implements the Revised Housing Element Program 17: *Adequate Sites for RHNA*, which addresses the rezoning effort that would be undertaken to meet the RHNA shortfall. Dudek prepared an analysis of the Rezoning Program, including the realistic potential buildout or 2,238 dwelling units, as well as the potential rezoning of any of the alternate parcels.



The Rezoning Program implements the Revised Housing Element Program 17: *Adequate Sites for RHNA*, which addresses the rezoning effort that would be undertaken to meet the RHNA shortfall. Dudek prepared an analysis of the Rezoning Program, including the realistic potential buildout or 2,238 dwelling units, as well as the potential rezoning of any of the alternate parcels.

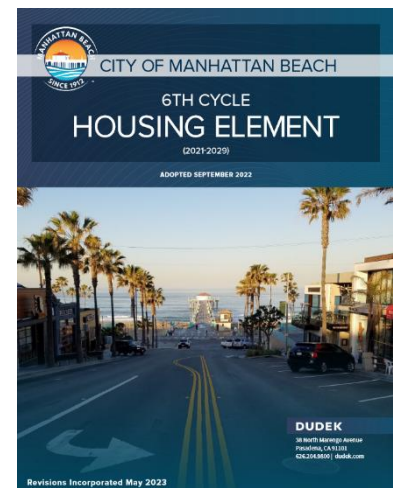
## CITY OF MANHATTAN BEACH HOUSING ELEMENT UPDATE AND INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

**Client:** City of Manhattan Beach

**Reference:** Talyn Mirzakhania, City Manager, [tmirzakhania@citymb.info](mailto:tmirzakhania@citymb.info), 310.802.5000

**Period of Performance:** 2021–2023

Dudek prepared the 6th Cycle Housing Element for the City of Manhattan Beach and ensured final certification from HCD. Our team evaluated the outcomes of the prior Housing Element’s programs and objectives and analyzed current governmental and market constraints to develop goals, policies, and programs for the Housing Element update, emphasizing targeted municipal code amendments and the creation of a new mixed-use overlay to promote new residential and mixed-use development opportunities in the City. Dudek also prepared the initial study/mitigated negative declaration for the update to the Housing Element, which analyzed potential impacts to address issues such as traffic, air quality, greenhouse gas emissions, noise, land use compatibility, and fire hazards. The Housing Element was officially certified by HCD in 2023.



## CITY OF CONCORD HOUSING ELEMENT UPDATE

**Client:** City of Concord

**Reference:** Mindy Gentry, Planning Manager, [mindy.gentry@cityofconcord.org](mailto:mindy.gentry@cityofconcord.org), 925.671.2489

**Period of Performance:** 2021–2023

Dudek prepared the 6th Cycle Housing Element including an assessment of all parcels in the city to identify sites with housing capacity for the Sites Inventory Analysis, the Affirmatively Furthering Fair Housing Analysis, and an assessment of the city’s current development regulations. Our team also led a robust outreach and engagement strategy coordinating with various Community Based Organizations, holding city council and planning commission study sessions, and community workshops. The Housing Element was certified in 2023 and resulted in a bold housing strategy to facilitate housing production and to address the need for robust tenant protections and anti-displacement strategies.



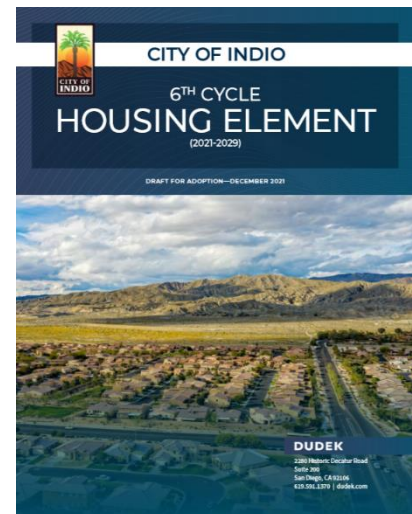
## CITY OF INDIO HOUSING ELEMENT UPDATE AND PRO-HOUSING POLICIES

**Client:** City of Indio

**Reference:** Kevin Snyder, Development Services Director, Chandler, Arizona (former Community Development Director, City of Indio), [kevin.snyder@chandleraz.gov](mailto:kevin.snyder@chandleraz.gov), 480.782.3410

**Period of Performance:** 2020–2022

Dudek prepared the 6th Cycle Housing Element for the City of Indio, which was the first housing element to be certified in the Coachella Valley. Dudek evaluated “pro-housing” policies focused on financial issues, including direct financial incentives, alternative or enhanced housing delivery organizational strategies, city and regional fee strategies, potential local or regional housing trust fund options and gap financing alternatives for workforce, and affordable housing to facilitate the planning, approval, and construction of housing. In partnership with London Moeder Advisors, Dudek defined issues, pinpointed constraints, and provided recommendations that accompanied a toolkit of strategies to bridge the funding gap. Dudek also prepared an addendum to the City’s General Plan EIR for this project.



**Kearns & West**

**CITY OF NEWPORT BEACH “LISTEN & LEARN” CIRCULATION AND HOUSING ELEMENT UPDATE AND GENERAL PLAN UPDATE – OUTREACH AND COMMUNITY ENGAGEMENT**

**Client:** City of Newport Beach

**Reference:** Seimone Jurjis, Assistant City Manager, Community Development Department, [sjurjis@newportbeachca.gov](mailto:sjurjis@newportbeachca.gov), 949.644.3231

**Period of Performance:** 2019–Ongoing

Kearns & West is leading the community outreach and engagement effort (“Listen and Learn”) for the City of Newport Beach’s Circulation and Housing Element Updates and now comprehensive General Plan Update in partnership with Dudek. In this highly engaged community, transparent and thoughtful engagement has helped build consensus. Kearns & West created branding reflecting Newport Beach’s coastal character and culture, developed an interactive website, prepared materials about the existing General Plan, and hosted both a daylong community festival and community meetings in the City Councilmembers’ districts. Kearns & West implemented a robust virtual engagement, including continued online engagement and multiple workshop series. In 2023, Newport Beach launched its General Plan Update. Kearns & West is continuing to work closely with city staff, consultants, and the General Plan Advisory Committee to develop and conduct a comprehensive engagement and outreach process to inform the community about the General Plan Update and solicit community input, vision, and feedback.



**SANTA ANA ZONING CODE AND FOCUS AREA PUBLIC REALM PLANS - OUTREACH AND COMMUNITY ENGAGEMENT**

**Client:** City of Santa Ana

**Reference:** Siri A. Champion, Senior Planner, Planning Division, [schampion@santa-ana.org](mailto:schampion@santa-ana.org), 714.667.2751

**Period of Performance:** 2023–Ongoing

Kearns & West developed a Public Involvement Plan to provide a framework for stakeholder and community involvement in the City of Santa Ana’s Zoning Code Update. The plan included an overview of planned outreach, engagement methods (e.g., surveys, community workshops), and other outreach strategies. The plan included detailed information for each activity, a schedule, target group, purpose, and public participation goal. The Plan also incorporated goals for participation, stakeholder analysis, programs and activities, roles and responsibilities, community-specific engagement strategies, and a schedule. Kearns & West support has included hosting six community workshops at various locations across various council districts during the first phase of public engagement for the Zoning Code Update. The purpose of the workshops was to provide informative, interactive, and accessible engagement as part of the Zoning Code Update. Phase two of public engagement is currently being planned with additional workshops and interviews.



## Pro Forma

### CORONA DEL MAR IMPLEMENTATION OVERLAY ZONE

**Client:** City of Newport Beach

**Reference:** Liz Westmoreland, AICP, Principal Planner, 949.644.3234,  
[lwestmoreland@newportbeachca.gov](mailto:lwestmoreland@newportbeachca.gov)

**Period of Performance:** 2024–Ongoing

Teaming with Dudek, Pro Forma Advisors is assisting with the preparation of the Corona Del Mar Implementation Overlay Zone. Work has included evaluating case studies on comparable corridors to better understand the potential development in the project area. Specifically, the research focused on existing benchmark corridors in beach community in Orange County and the larger Southern California region. Pro Forma Advisors is also tasked to evaluate mixed-use development prototypes appropriate for the commercial corridor. The analysis will test desired mixed-use housing typologies and analyze the underlying economics that will impact their development.



## Unique Qualifications, Experience, and Abilities

Dudek experts are committed to applying the latest, most reliable, and most inventive approaches to solving complex planning problems. Our practitioners seek out multiple forums and avenues to stay abreast of the latest approaches and techniques. Our staff regularly moderate and participate on panels at state and national planning conferences, which address a variety of cutting-edge issues. We are serious about our professional responsibility to learn from our peers and, in turn, share lessons from our own experience.

Several of our Dudek staff serve as lecturers and instructors at universities. Project Manager Catherine Tang Saez teaches planning and design at the University of Southern California Sol Price School of Public Policy. Principal Gaurav Srivastava is a lecturer at University of California, Los Angeles, and has taught the second-year graduate urban design studio on transit-oriented design for the last 8 years at the UCLA Luskin School of Public Affairs. In addition, members of the Dudek air quality team teach at the University of California, Davis extension program.



# FINANCIAL CAPACITY



## 5 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.



# KEY PERSONNEL

# 6 Key Personnel

Dudek verifies that it has adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. We agree to assign the following specific individuals to the key positions.

Figure 4. Dudek Team Organization



## Key Personnel

### PROJECT MANAGER

#### Catherine Tang Saez, AICP | [ctangsaiez@dudek.com](mailto:ctangsaiez@dudek.com)

Catherine Tang Saez is an urban design principal and certified planner with 16 years' experience in urban design, urban planning, and architecture. Catherine utilizes good design to inform good policy in support of vibrant, sustainable, and healthy communities. Her diverse expertise ranges across plans big and small, including site planning feasibility studies, vision plans, transit-oriented development (TOD) plans, streetscape plans, complete streets plans, specific plans, and community/area plans. She is adept at updating zoning codes, drafting objective development standards and design guidelines, and conducting community outreach and engagement.

#### *Select Relevant Transactions*

- Housing Incentive Overlay Zone, City of Fullerton
- Housing Element Implementation Programs, City of Rancho Palos Verdes
- Comprehensive Zoning Code Update, City of Pico Rivera



#### Education

Harvard University  
MAUD, Urban Design  
University of Southern California  
BArch, Architecture

#### Certifications

AICP

### PRINCIPAL IN CHARGE

#### Gaurav Srivastava, AICP | [gsrivastava@dudek.com](mailto:gsrivastava@dudek.com)

Gaurav Srivastava is an urban designer with 22 years' experience. Gaurav leads the Dudek urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work for both private- and public-sector clients is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Mr. Srivastava is adept at facilitating workshops and shaping discussions before a variety of audiences. He is an accomplished project manager and experienced at directing complex, multidisciplinary teams.

#### *Select Relevant Transactions*

- Housing Incentive Overlay Zone, City of Fullerton
- Housing Element Implementation Programs, City of Rancho Palos Verdes
- Media District Specific Plan, City of Burbank



#### Education

Massachusetts Institute of Technology  
MCP, City Planning  
School of Planning and Architecture, Delhi  
BArch, Architecture

#### Certifications

AICP

## COMMUNITY OUTREACH AND ENGAGEMENT LEAD

**Jenna Tourjé-Maldonado, AICP (Kearns & West) | [jtourje@kearnswest.com](mailto:jtourje@kearnswest.com)**

Jenna Tourjé-Maldonado is a Vice President at Kearns & West with 17 years' experience in stakeholder facilitation, public involvement, and planning. She develops collaborative community outreach and engagement campaigns that include multipronged techniques and that scale engagement to engage even the hardest-to-reach community members. She is passionate about partnering with communities on the path to creating healthy, whole, and equitable places where people love where they live and have a voice and a stake in the future.

### *Select Relevant Transactions*

- Listen & Learn, Housing Element and Comprehensive General Plan Update, City of Newport Beach
- Zoning Code and Focus Area Public Realm Plans, City of Santa Ana
- General Plan Update, City of Irvine



### **Education**

University of California, Irvine  
MURP, Urban and Regional Planning BA, International Development

### **Certifications**

AICP

## MARKET ANALYSIS LEAD

**Lance Harris (Pro Forma Advisors) | [lance.harris@proformaadvisors.com](mailto:lance.harris@proformaadvisors.com)**

Lance Harris is a Partner at Pro Forma Advisors with 19 years' experience providing provides clients with market demand and feasibility studies, mixed-use programming recommendations, financial analysis, economic and fiscal impact assessments, and economic development strategies. Integral to Mr. Harris's work is the premium placed on developing analysis techniques to gather data at the micro level for market analysis. Using a combination of public data sources, private secondary data sources, first-person interviews, GIS data, and on-the-ground site inspection, he can construct various models of analysis to effectively determine a development's market area, capture rate, and absorption, which determine overall demand and feasibility.

### *Select Relevant Transactions*

- Housing Incentive Overlay Zone, City of Fullerton
- Implementation Overlay Zone, Corona Del Mar
- General Plan Update, City of Newport Beach



### **Education**

Trinity College  
BA, Political Science  
University of Southern California  
MA, Urban Planning

## REZONING LEAD

**Asha Bleier, AICP** | [ableier@dudek.com](mailto:ableier@dudek.com)

Asha Bleier is a principal planner with 19 years' experience managing complex planning and development projects throughout California. Asha leads Dudek's Planning and Urban Design practice. Her multidisciplinary expertise includes a full range of planning efforts such as regional and general plans, community plans, corridor/transit-oriented development, resilience planning, and design guidelines. Asha's background in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful stakeholder and public dialogue.

### *Select Relevant Transactions*

- General Plan Update, Newport Beach
- General Plan Update, City of Lomita
- Addendum to the Los Angeles County Housing Element Program EIR for the Gateway Planning Area Rezoning



### **Education**

University of California,  
Santa Barbara  
BA, Environmental  
Studies (Geography/  
Urban Planning  
emphasis)

### **Certifications**

AICP

## ZONING CODE UPDATE LEAD

**Janet Rodriguez** | [jrodriguez@dudek.com](mailto:jrodriguez@dudek.com)

Janet Rodriguez is an urban planner with 6 years' professional experience in land use planning, current planning and zoning, and community outreach. She has experience conducting housing development land feasibility and constraints analyses, updating general plan and community plans, updating zoning ordinances, and analyzing policies' effect on the built environment.

### *Select Relevant Transactions*

- Housing Element Update and Prohousing Plan, City of Indio
- General Plan Update, City of Newport Beach
- Urban Design and Housing Strategies, City of El Cajon



### **Education**

University of Southern  
California  
MA, Urban Planning/  
Design and Graduate  
Certificate in Real  
Estate Development  
University of California,  
Los Angeles  
BA, Geography/  
Environmental Studies

## HOUSING ELEMENT UPDATE LEAD

**Elizabeth Dickson, AICP** | [edickson@dudek.com](mailto:edickson@dudek.com)

Elizabeth Dickson is a planner with 9 years' experience in housing policy development, zoning codes, and the analysis and creation of tools that incentivize development. Her experience includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and zoning code updates. She is experienced in working collaboratively with local community groups, navigating California State legislation, and developing implementation-focused policies and ordinances that promote development

### *Select Relevant Transactions*

- Housing Element Update and Prohousing Plan, City of Indio
- Housing Element Update, City of Concord
- Urban Design and Housing Strategies, City of El Cajon



### **Education**

San Diego State University  
MA, City Planning  
University of Montevallo  
BA, Business Administration

### **Certifications**

AICP

## ENVIRONMENTAL SCOPING LEAD

**Nicole Cobleigh** | [ncobleigh@dudek.com](mailto:ncobleigh@dudek.com)

Nicole Cobleigh is a senior project manager with 26 years' experience in environmental planning and land use development in Southern California. She manages all phases of the project planning and environmental review process, including budget allocations and monitoring, project team and subconsultant oversight, scheduling, presentations at hearings, and public outreach.

### *Select Relevant Transactions*

- Sand Canyon Resort Project EIR, City of Santa Clarita
- 7811 Santa Monica Boulevard EIR, City of West Hollywood
- 417 N. Madison Avenue Project, City of Pasadena



### **Education**

California Polytechnic State University,  
San Luis Obispo  
MCRP, City and Regional Planning  
University of California, Los Angeles  
BA, Geography/  
Environmental Studies



# **COST PROPOSAL**



## 7 Cost Proposal

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



# DISCLOSURE

## 8 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
- City of Costa Mesa Climate Action and Adaptation Plan

Dudek does not believe our current contracts will impact the outcome of the selection process or our performance on this project.



# **SAMPLE PROFESSIONAL SERVICE AGREEMENT**

## 9 Sample Professional Service Agreement

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

- 1.3. Performance to Satisfaction of City: Revise "complete satisfaction of the City" to "reasonable satisfaction of the City."
- 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."



# FORMS



RFP 25-10.C06385

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Joseph Monaco, AICP	President/CEO/Board of Directors	760.479.4296
Bob Ohlund, PE	VP/Board of Directors	949.373.8313
Eric Wilson	Executive VP/Board of Directors	626.204.9821
Sarah Lozano, AICP	Board of Directors	760.479.4251
Jill Weinberger, PhD, PG	Board of Directors	760.479.4116
Tom Larkin (Outside Director)	Board of Directors	760.942.5147
Bob Kelleher (Outside Director)	Board of Directors	760.942.5147
Meg Lassarat (Outside Director)	Board of Directors	760.942.5147
Pete Campbell	VP, Federal Services	760.479.4285
Helder Guimarães	CFO/Treasurer	626.204.9815
Michael McGrattan	Chief Information Officer	760.601.3421
Amy M. Paul	General Counsel/Secretary	760.479.4242
Danielle Voss	VP, HR/Asst. Secretary	760.479.4828

Federal Tax Identification Number: 95-3873865City of Costa Mesa Business License Number: 56670

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

City of Costa Mesa Business License Expiration Date: 5/31/2025



RFP 25-10.C06385

**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. 25-10 for HOUSING ELEMENT REZONING PROGRAM & ENVIRONMENTAL IMPACT REPORT** at any time after **October 22, 2024**.

  
\_\_\_\_\_  
**Signature**

**Date:** November 19, 2024

Joseph Monaco, President/CEO  
**Print**

**OR**

I certify that Proposer or Proposer’s representatives have communicated after **October 22, 2024**, with a City Councilmember concerning informal **RFP No. 25-10 for HOUSING ELEMENT REZONING PROGRAM & ENVIRONMENTAL IMPACT REPORT**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

RFP 25-10.C06385

### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No

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

**DISCLOSURE OF GOVERNMENT POSITIONS**

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

<b>Employee Name</b>	<b>Position</b>	<b>Current or Within Last 12 Months</b>
Jane Gray	Central Coast Regional Water Quality Control Board	Current
Jen Kerschbaum	Vallecitos Water District Board of Directors	Current
Carey Fernandes	SDSU Alumni Board of Advisors	Current
Doug Nickles	Director for the Conejo Recreation and Park District in Thousand Oaks	Current through 12/31/24
Nicole Cobleigh	City of Pasadena Mayor's environmental advisory commission	Ended July 2023
Elora Babbini	Mendocino County Planning Commission and Airport Land Use Commission	Current through 12/31/24
Patricia Ambacher	City of Sacramento Preservation Commission	Term ends 1/1/25; she re-applied for 2-year term
Lisa Chou	City of Irwindale Associate Planner	Ended 1/4/24

**COMPANY PROFILE & REFERENCES (Continued)**

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

**Company Name:**

City of Fullerton

Contact Name: Sunayana Thomas, 714.738.6837

Contract Amount: \$553,570

Email: Sunayana.Thomas@cityoffullerton.com

Address: 303 W. Commonwealth Ave., Fullerton, CA 92832

Brief Contract Description: Dudek is developing a Housing Incentive Overlay Zone for select parcels

**Company Name:** with underlying commercial and industrial zoning designations.

City of Rancho Palos Verdes

Telephone Number: 310.544.5227

Contact Name: Brandy Forbes, AICP

Contract Amount: \$675,900

Email: bforbes@rpvca.gov

Address: 30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

Brief Contract Description: Dudek is implementing multiple Housing Element implementation

**Company Name:** programs and CEQA analysis.

City of Burbank

Telephone Number: 818.238.5250

Contact Name: Amanda Landry, AICP

Contract Amount: \$125,600

Email: alandry@burbankca.gov

Address: 275 East Olive Ave., Burbank, CA 91510

Brief Contract Description: Dudek is supporting the city to refine the Media District Specific Plan and the Golden State Specific Plan concurrently.

**Company Name:**

City of Anaheim

Telephone Number: 714.765.4627

Contact Name: Sergio M. Ramirez

Contract Amount: \$199,450

Email: sramirez@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA 92805

Brief Contract Description: Dudek developed the Brookhurst Corridor Master Plan.

**Company Name:**

City of San Diego

Telephone Number: 619.236.6006

Contact Name: Alex Frost

Contract Amount: \$650,000

Email: afrost@sandiego.gov

Address: 9485 Aero Drive, M.S. 413, San Diego, CA 92123

Brief Contract Description: Dudek prepared the Mira Mesa Community Plan Update.



RFP25-08.C06348.Addendum 1



**ADDENDUM NO. 1  
REQUEST FOR PROPSAL  
FOR  
HOUSING ELEMENT REZONING PROGRAM & ENFIRONMENTAL IMPACT  
REPORT  
RFP NO. 25-10**



**DEVELOPMENT SERVICES  
CITY OF COSTA MESA**

**Addendum Released on October 31, 2024**

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- **Mandatory Pre-Proposal Conference: November 5, 2004 @ 10:00am, see details below:**

**Microsoft Teams**  
**Join the meeting now**  
**Meeting ID: 210 862 261 068**  
**Passcode: TbfPse**

---

**Dial in by phone**  
**+1 312-667-7181,,235569704# United States, Chicago**  
**Find a local number**  
**Phone conference ID: 235 569 704#**  
**For organizers: Meeting options | Reset dial-in PIN**

**All other provisions of the request for proposal shall remain in their entirety.**

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

 11/19/2024  
**Signature**                      **Date**

Joseph Monaco, President/CEO  
**Typed Name and Title**

Dudek  
**Company Name**

225 South Lake Avenue, Suite M210  
**Address**

Pasadena, CA 91101  
**City**                      **State**                      **Zip**

RFP25-08.C06348.Addendum 2



**ADDENDUM NO. 2  
REQUEST FOR PROPSAL  
FOR  
HOUSING ELEMENT REZONING PROGRAM & ENVIRONMENTAL IMPACT  
REPORT  
RFP NO. 25-10**



**DEVELOPMENT SERVICES  
CITY OF COSTA MESA**

**Addendum Released on November 4, 2024**

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.



- **CORRECY YEAR: Mandatory Pre-Proposal Conference: November 5, 2024 @ 10:00am, see details below:**

**Microsoft Teams**  
**Join the meeting now**  
**Meeting ID: 210 862 261 068**  
**Passcode: TbfPse**

---

**Dial in by phone**  
**+1 312-667-7181,,235569704# United States, Chicago**  
**Find a local number**  
**Phone conference ID: 235 569 704#**  
**For organizers: Meeting options | Reset dial-in PIN**

**All other provisions of the request for proposal shall remain in their entirety.**

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

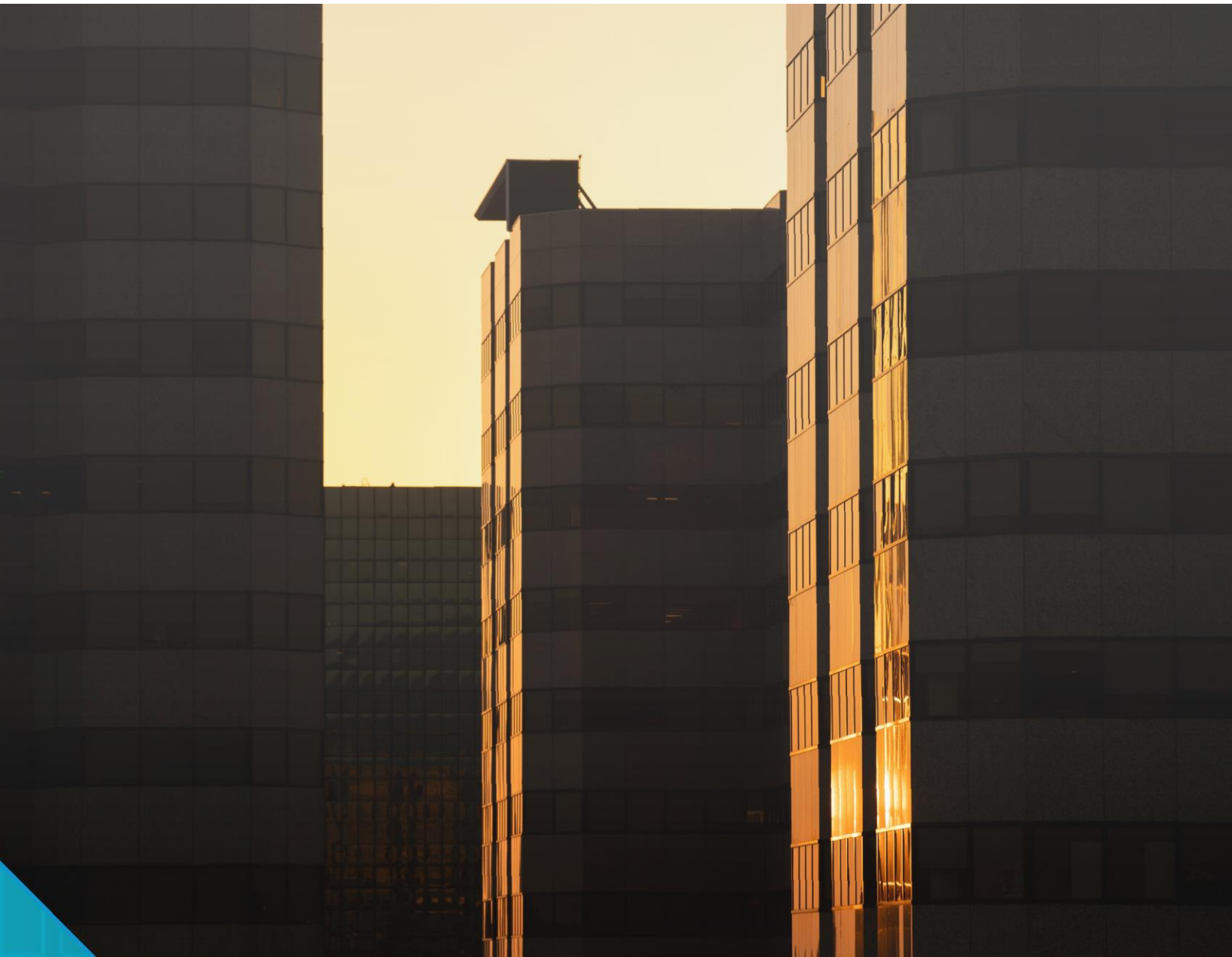
 11/19/2024  
**Signature**                      **Date**

Joseph Monaco, President/CEO  
**Typed Name and Title**

Dudek  
**Company Name**

225 South Lake Avenue, Suite M210  
**Address**

Pasadena, CA 91101  
**City                      State                      Zip**



# **APPENDIX A: RESUMES**

# Catherine Tang Saez, AICP

**PROJECT MANAGER | CTANGSAEZ@DUDEK.COM**

Catherine Tang Saez (*KATH-er-in TAYNG SIGH-ez; she/her*) is an urban design principal and certified planner with 16 years' experience in urban design, urban planning, and architecture. Catherine works at the intersection of design and policy to create vibrant, sustainable, and healthy communities. Her expertise ranges across plans big and small, including site planning feasibility studies, vision plans, transit-oriented development plans, streetscape plans, complete streets plans, Specific Plans, and community/area plans. She is adept at updating zoning codes, drafting objective development standards and design guidelines, and conducting community outreach and engagement. Additionally, Catherine teaches planning and design at the University of Southern California Sol Price School of Public Policy.

## Select Project Experience

**Comprehensive Zoning Code Update, Pico Rivera, California.** Serving as urban designer/planner to conduct a comprehensive update to the City's existing zoning code. The Comprehensive Zoning Code Update will ensure that the zoning code effectively implements the policies of the General Plan while also addressing recently approved state law to facilitate housing, set clear expectations for the design of new development (known as Objective Design Standards), and streamline the review and approvals process. The Comprehensive Zoning Code Update will modernize the City's approach to development regulation to reflect current development uses and best practices and provide an illustrated and user-friendly set of regulations. (2023–Present)

**Housing Element Implementation Programs, City of Rancho Palos Verdes, California.** Serving as urban designer/planner to assist the City in implementing multiple programs from its 2021–2029 Housing Element Update, including a Mixed-Use Overlay District, a Residential Overlay District, accessory dwelling unit ordinance update, and other rezones. The effort includes site feasibility testing given the unique sightline and topographical constraints specific to the peninsula, preparation of new objective standards consistent with state law, and outreach and engagement centered around community education. (2022–Present)

**Housing Incentive Overlay Zone, City of Fullerton, California.** Serving as urban designer/planner to develop a housing incentive overlay zone plan for selected nonresidential parcels citywide. The effort includes evaluation of the feasibility of residential development on these parcels and establishes the development standards along with market-tested inclusionary goals. (2020 Present)



### Education

Harvard University  
MAUD, Urban Design,  
2012

University of Southern  
California  
BArch, Architecture,  
2009

### Certifications

American Institute of  
Certified Planners  
(AICP)

### Professional Affiliations

American Planning  
Association (APA)

**Rancho Specific Plan, City of Burbank, California.** Serving as urban designer/planner to prepare a Specific Plan for Burbank’s Rancho Neighborhood, a rare remnant of urban equestrianism located along the banks of the Los Angeles River adjacent to Griffith Park (one of the largest municipal parks in the country) and the Burbank Media District (one of the highest concentrations of entertainment companies in the world). The effort will address the neighborhood’s desire for preservation and protection amidst local and state pressures in housing and sustainability. (2024–Present)

**Specific Plan Peer Review and Updates, City of Burbank, California.** Serving as urban designer/planner to peer review, truth-test, and refine two ongoing Specific Plan updates in the City: the Media District Specific Plan for the 544-acre global epicenter of media production and studio uses, and the Golden State Specific Plan for the 630-acre district encompassing Burbank Airport and the future High-Speed Rail Station. The effort includes a diagnostic analysis of the current plans, site feasibility testing, and rewriting of objective design and development standards. (2024–Present)

**Corona del Mar Implementation Overlay Zone, City of Newport Beach, California.** Serving as urban designer/planner to prepare an implementation overlay zone for Pacific Coast Highway in Corona del Mar to enhance the vibrancy of the 1-mile commercial corridor as the City’s “main street.” The effort includes analysis, site feasibility testing, preparation of objective design and development standards, and outreach and engagement. (2024–Present)

**Firearm and Ammunitions Retailer Regulations, City of Burbank, California.** Served as urban designer/planner to prepare new regulations for firearm and ammunition retail uses citywide. Following community concerns over the proximity of a new gun store to a local school, Dudek worked closely with City staff to draft new business licensing requirements; objective design standards for storage, barriers, and lighting; and buffer/separation distance requirements from sensitive uses such as schools, parks, libraries, and residential uses. The effort required in-depth research of state and federal law to ensure compliance, collaboration with the Giffords Law Center, coordination with the police department, and extensive outreach and engagement with the community and interested parties, including existing firearm and ammunition businesses in the City. (2023–2024)

**Mira Mesa Community Plan Update, City of San Diego, California.** Served as urban designer/planner to update the Mira Mesa Community Plan, a transit-priority effort. Mira Mesa—with 10,500 acres; 80,000 residents; and 80,000 jobs—is the largest and most populous of San Diego’s 50 community plan areas. This effort included corridor planning and conceptual urban design studies for four focus areas within the community. The studies tested and illustrated new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies. (2019–2022)

**Residential Development Standards, City of El Cajon, California.** Served as urban designer/planner to update the City’s regulations and procedures for the provision of residential uses. The effort included an in-depth analysis of the City’s existing regulatory framework, physical feasibility studies for hypothetical development typologies, and an update to the City’s development and design standards to be consistent with state requirements for objectivity. (2022–2022)

# Gaurav Srivastava, AICP

PRINCIPAL IN CHARGE | GSRIVASTAVA@DUDEK.COM

Gaurav Srivastava (GORE-uv shree-VAAS-thuv; he/him) is an urban designer with 22 years' experience. Gaurav leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work, for both private and public-sector clients, is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Gaurav is adept at facilitating workshops and shaping discussions before a variety of audiences. He is an accomplished project manager and experienced at directing complex, multidisciplinary teams. In addition, Gaurav serves as a lecturer and teaches urban design at the University of California, Los Angeles' Luskin School of Public Affairs.

## Select Project Experience

**Housing Incentive Overlay Zone, City of Fullerton, California.** Project manager for a citywide effort to analyze and test the feasibility of new multi-family residential developments on Fullerton parcels currently zoned for non-residential uses. The Housing Incentive Overlay Zone Plan is funded via California Senate Bill 2 grant funds and aims to facilitate and incentivize the production of housing within the city. Integral to the planning effort is a capacity-building exercise that aims to educate and inform a group of Fullerton stakeholders, the "Housing Champions," of the economic and regulatory landscape of housing policy.

**Old Town Newhall Specific Plan, City of Santa Clarita, California.**

Project Manager for Specific Plan update for Newhall, the historic core of the City. The targeted Plan update aims to test new development types, simplify the existing form-based code, and extend the usability and legibility of the Plan.

**Citywide Complete Streets Plan, City of Burbank, California.** Project manager for Citywide Complete Streets Plan called the Complete Our Streets Plan ([www.CompleteOurStreets.com](http://www.CompleteOurStreets.com)). With a strong focus on urban design and the city's built form, the plan analyzes the entire city street network and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, individuals with disabilities, transit users, and automobile users.



### Education

Massachusetts  
Institute of Technology  
MCP, City Planning  
School of Planning and  
Architecture, Delhi  
BArch, Architecture

### Certifications

American Institute of  
Certified Planners  
(AICP)

### Professional Affiliations

American Planning  
Association  
ULI Rose Center for  
Public Leadership,  
Faculty Advisor

**Mixed-Use Overlay Zone District, City of Rancho Palos Verdes, California.** Project manager for a citywide effort to establish a mixed-use overlay on non-residential parcels to expand the city's multi-family and missing middle housing supply. Efforts tests the feasibility of new developments and establishes user-friendly development standards. The plan is funded via California Senate Bill 2 grant funds. (2021 – present)

**Mira Mesa Community Plan Update, San Diego, California.** Urban Design lead for a City of San Diego transit-priority plan effort as part of the Mira Mesa Community Plan Update. Mira Mesa, at 10,500 acres and 80,000 residents, is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.

**South Colton Livable Corridors Plan, Colton, California.** Project Manager for urban design, land use planning, market analysis, and community outreach services in support of the South Colton, a long-standing Latino working-class neighborhood in Colton, California. Residents with few resources have used their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature. The Plan aims to strengthen these grassroots tactical urbanist approaches and create guidelines and policies that will provide a regulatory framework for formalizing a DIY approach to neighborhood amenities and improvements.

**Randall Preserve, Orange County, California.** Leading the Public Access Plan component of a comprehensive master plan for a 400-acre site that previously operated as an oilfield. Located adjacent to Costa Mesa (with primary access off the City's 17<sup>th</sup> Street corridor), proposed Randall Preserve is one of the last pieces of remaining open space in coastal Southern California. Formerly known as Newport Banning Ranch, this former oil field retains significant natural resources. It is also the homeland of several Tribal Nations that will have input and a major role in the long-term management of the property. Led by the Coastal Corridor Alliance (Formerly Banning Ranch Conservancy), and the Mountain Recreation and Conservation Authority, the land will be restored to support a balanced ecosystem with opportunities for public access and education.

**Skid Row and Central City East Vision Plan, City of Los Angeles, California.** Central City East lies in the heart of downtown Los Angeles, adjacent to and overlapping Skid Row, the nation's largest cluster of homelessness. The plan addresses a growing concern, "how does a downtown industrial district address the dramatic changes that are occurring at its doorstep, while also being subject to long-standing policies that make it the primary location of homeless services for the entire region?"

**Sunset Strip Specific Plan Update, West Hollywood, California.** Led the effort to update the existing Specific Plan with new standards and guidelines for off-site signs on the Sunset Strip (i.e., billboards, tall walls, and digital signs). The Strip is arguably the most iconic urban boulevard on the west coast, if not the entire United States. Situated entirely within the City of West Hollywood, it is the epitome of a bright-lights, big-signs corridor. The Strip has a long-established tradition of innovative signage, while simultaneously also creating value for property owners.

# JENNA TOURJÉ-MALDONADO, AICP

## COMMUNITY OUTREACH AND ENGAGEMENT LEAD



### SUMMARY OF QUALIFICATIONS

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Jenna Tourjé-Maldonado is a Principal at Kearns & West with over 17 years of experience in community outreach, stakeholder facilitation, and planning. Jenna designs collaborative projects that include multi-pronged techniques and scale engagement to engage even the hardest-to-reach community members. She is passionate about partnering with communities on the path to creating healthy, whole, and equitable places, where people love where they live and have a voice and a stake in the future. Through her experience as an outreach professional, urban planner, and educator, Jenna's unique expertise informs each one of her projects.

📍 Orange County, CA

✉️ JTOURJE@kearnswest.com

📞 760-296-9355

### EXPERTISE

- Public Involvement
- Stakeholder Facilitation
- Urban and Environmental Planning

### EDUCATION & CERTIFICATIONS

#### **MURP, Urban and Regional Planning**

University of California, Irvine, 2011

#### **BA, International Development**

University of California, Irvine, 2007

#### **AICP**

American Planning Association

#### **Certificate, Public Participation**

International Association of Public Participation (IAP2)

Throughout her career, she has led community engagement for general plans throughout California and is currently conducting outreach for several general plan updates and housing elements. In the past year, Jenna has led outreach for general plans, specific plans, housing elements, and open space plans in diverse communities in California, incorporating beautiful design, branding, and communication to communicate what zoning and planning changes look like in communities. She is developing a Community Planning Collaborative (Planning 101) for the City of Santa Ana in partnership with community-based organizations to implement the zoning code update. Jenna's previous work in Boston led to the creation of Boston's first Eco District in the Talbot Norfolk Triangle (TNT).

Jenna is certified by the International Association of Public Participation (IAP2). She has served as Planning Commissioner for the City of Costa Mesa and co-instructed the Graduate Planning Practicum for the Master of Urban Planning and Public Policy department at UC Irvine from 2014 to 2020.

### EXAMPLES OF RECENT EXPERIENCE

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**City of Newport Beach – Multiple Projects; Housing, Circulation, and Land Use Elements, Listen & Learn, and General Plan Update**

**City of Irvine – General Plan Update**

**City of Burbank – Citywide Complete Streets Plan**

**City of Oxnard – Sustainable Transportation Plan**

**City of Santa Clarita – Old Town Newhall Specific Plan Update**

**City of Concord – Housing Element Update**

**City of Mission Viejo – Oso Creek Golf Course and Open Space Vision Plan**

**LA County Parks & Recreation – Earvin "Magic" Johnson Recreation Master Plan and Equestrian Center**

**City of Long Beach – Successor Agency North Atlantic Boulevard Plan**

**20+ General and Community Plans for Southern California Counties and Cities**





# Pro Forma

Advisors LLC

## **Lance Harris, Market Analysis Lead**

**[lance.harris@proformaadvisors.com](mailto:lance.harris@proformaadvisors.com)**

With nearly 20 years of experience in land use economics, Mr. Harris provides clients with market demand and feasibility studies, mixed-use programming recommendations, financial analysis, economic and fiscal impact assessments, and economic development strategies.

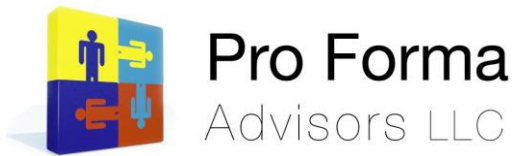
Integral to Mr. Harris's work is the premium placed on developing analysis techniques to gather data at the micro level for market analysis. Using a combination of public data sources, private secondary data sources, first person interviews, GIS data, and on-the-ground site inspection, he is able to construct various models of analysis to effectively determine a development's market area, capture rate, and absorption, which determine overall demand and feasibility.

His broad range of experience working with cities, counties, redevelopment agencies, land planning/urban design firms, and real estate development interests allows him to effectively evaluate projects from both the private and public perspective.

## **Market/Financial Analysis**

Mr. Harris' work in market analysis has included analysis of variety of land uses including residential, industrial, retail, office, hotel, recreational, and mixed-use development. Illustrative projects for private developers and municipal clients are included below.

- ▶ Grantville Redevelopment Area  
Community Plan Economics (San Diego, California)
- ▶ Transit Village Specific Plan Economics (El Monte, California)
- ▶ Fresno High Speed Rail TOD Plan Economics (Fresno, California)
- ▶ Economic Futures Analysis of Nodes & Corridors (Los Angeles, California)
- ▶ The Shoppes Phase II Compass Blueprint Project (Chino Hills, California)
- ▶ Feasibility of Alternative TOD Concepts (Los Angeles, California)
- ▶ Bob Hope Master Plan Mixed-Use TOD Analysis (Burbank, California)
- ▶ TOD Financial Analysis (Santa Monica, California)
- ▶ SunCal's Proposed Waterfront Mixed-Use Project (Redondo Beach, California)
- ▶ San Diego Incentive Zoning Economics (San Diego, California)
- ▶ Sunroad Enterprises Confidential Market Analysis (San Diego, California)
- ▶ The Howard Hughes Development Corporation Confidential Market Analysis (Dallas, Texas)



### **Impact Analysis**

Mr. Harris' work in economic impact analysis has included analysis of variety of land uses including real estate development, gaming, themed attractions, sporting venues, and special events. Illustrative projects are included below.

- ▶ NIKE, Inc.'s Corporate Headquarter Operations (Beaverton, Oregon)
- ▶ Proposed Los Angeles Football Stadium at Grand Crossing (City of Industry, California)
- ▶ Coachella Music Festival (Indio, California)
- ▶ AMGEN Tour of California (Santa Clarita, California)

### **Previous Experience**

Prior to joining Pro Forma Advisors, Mr. Harris was an Associate Director of Economics at AECOM. He was also a Senior Associate at Economics Research Associates (ERA) prior to the company's acquisition.

### **Education**

Lance received an M.A. in Urban Planning from the USC Price School of Public Policy specializing in real estate and economic development. He also has a B.A. degree in Political Science from the Trinity College in Hartford, Connecticut.

### **Professional Affiliations**

Mr. Harris represents Pro Forma Advisors in the American Planning Association. Mr. Harris is the former Chair of the APA's Economic Development Division.

# Asha Bleier, AICP

REZONING LEAD | ABLEIER@DUDEK.COM

Asha Bleier is a principal planner with 19 years' experience managing complex planning and development projects throughout California. Asha leads Dudek's Planning and Urban Design practice. Her multidisciplinary expertise includes a full range of planning efforts such as regional and general plans, community plans, corridor/transit-oriented development, resilience planning, and design guidelines. Asha's background in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful stakeholder and public dialogue.

Asha currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.

## Select Project Experience

**General Plan Update, City of Newport Beach, California.** Serves as the principal in charge for a comprehensive update to the General Plan. Tasks include an extensive community outreach and engagement program; analysis of both quantitative and qualitative data; visioning, goal, and policy development; and management of technical staff, planning staff, and subconsultants. The update has a heightened focus on resilience strategies and includes technical analysis of challenges faced by a coastal community such as sea level rise and coastal erosion.

**Urban Design and Housing Strategies, City of El Cajon, California.** Served as the principal in charge for the Urban Design and Housing Strategies project. This project consisted of a multifaceted approach to update the City's regulations and procedures for the provision of residential and mixed uses. The team created objective development standards paired with easy-to-understand graphics informed by an in-depth analysis of existing regulations pertaining to mixed use, residential, and accessory dwelling unit development, as well as internal permit processing procedures; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive web-based tool for development opportunity sites and incentives; and guides and marketing materials to assist staff and developers in understanding updated regulations and procedures.



### Education

*University of California,  
Santa Barbara  
BA, Environmental  
Studies (Geography/  
Urban Planning  
emphasis), 2005*

### Certifications

*American Institute of  
Certified Planners  
(AICP), issued 2012*

### Professional Affiliations

*American Planning  
Association*

*American Institute of  
Architects*

*U.S. Green Building  
Council*

*Women in Architecture*

**South Bay Area Plan, Los Angeles County Department of Regional Planning, California.** Served as principal planner. Led the development of several background briefs for the project focused on land use, zoning, historic and cultural resources, and equity, as well as the zoning and Area Plan land use recommendations. Led the development of the Area Plan's goals, policies, and implementation programs, including the creation of a policy crosswalk to ensure policies complement existing Countywide policies while providing targeted direction for the South Bay Planning Area. Assisting in the management of economic and transportation subconsultants (Pro Forma and Intersecting Metrics, respectively), as well as internal management across environmental, historic preservation, and planning disciplines. A key project goal was to implement the County's housing element.

**Metro Area Plan, Los Angeles County Department of Regional Planning, California.** Served as project manager/principal for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The project provides the County with the opportunity to consider broad policy alternatives and program-wide mitigation measures and to comprehensively address potential environmental impacts. A key project goal was to implement the County's housing element.

**General Plan Update, City of Lomita, California.** Served as principal in charge for the comprehensive update of the City of Lomita's Housing and Safety Elements and associated CEQA process. Dudek staff prepared a detailed assessment of the hazards affecting the City, when they will occur, where the City is most vulnerable, and what communities are most impacted by hazards. Dudek prepared a Vulnerability Assessment and Capability Assessment to support the planning effort.

**General Plan Update, City of Highland, California.** Served as project manager overseeing the comprehensive update of the City of Highland's Housing, Safety, and Environmental Justice Elements and associated CEQA process. Dudek staff prepared a detailed assessment of the hazards affecting the City, when they will occur, where the City is most vulnerable, and what communities are most impacted by hazards. Dudek prepared a Vulnerability Assessment and Capability Assessment to support the planning effort. Dudek is also collaborated with the City to create a virtual outreach hub, including news/events, resources, three online public workshops, and other project details.

**General Plan Update, City of Carlsbad, California.** Served as a member of the planning team to assist in the process of a General Plan Update for the City of Carlsbad. Prepared working papers that served as a foundation for updating the goals, policies, and programs in the open space and natural environment, history, arts, and cultural resources elements of the City's General Plan. Provided direction regarding potential environmental constraints for the formulation of land use alternatives in accordance with CEQA requirements and worked closely with the planning team on policy development.

# Janet Rodriguez

**ZONING CODE UPDATE LEAD |  
JRODRIGUEZ@DUDEK.COM**

Janet Rodriguez (*JAN-it rohd-REE-geh-z; she/her*) is an urban planner with 5 years' professional experience in land use planning, current planning and zoning, community outreach, and geographic information system (GIS). Ms. Rodriguez has experience conducting housing development land feasibility and constraints analyses, updating general plan and community plans, updating zoning ordinances, and analyzing policies' effect on the built environment. Ms. Rodriguez understands the importance of balancing project priorities with community needs and identifying ways to solicit feedback that can be meaningfully incorporated into the planning process to effectively provide context-specific and implementable recommendations and actions.

## Select Project Experience

### **Comprehensive Zoning Code Update, City of Pico Rivera, California.**

Serving as the project manager for the City of Pico Rivera's Zoning Code Update project. Tasks include collaboration with City staff to identify opportunities and challenges with the zoning code's organization, use-specific regulations, development review procedures, and development and design standards. Input and findings from consultant-led zoning code diagnostic (which includes a thorough review of the City's code including General Plan consistency analysis, City staff interviews, and feedback from the robust public outreach as well as focused study sessions with a community advisory group and Planning Commission) will inform the development of the new zoning code to create a streamlined and user-friendly code and also new design standards and guidelines for residential, commercial, industrial, and mixed-use developments to achieve high-quality design.

**General Plan Update, City of Newport Beach, California.** Serves as the task lead for a comprehensive update to the General Plan's Recreation and Land Use Elements. Tasks include analyzing existing conditions, developing an updated inventory of existing recreation facilities using GIS data from the City's Recreation Facilities Dashboard to perform a quality assessment to evaluate the adequacy of parkland and recreational opportunities, and identifying key outreach opportunities within the greater outreach program to inform recreation and land use policy changes for inclusion into the General Plan update.



### **Education**

University of Southern California  
MA, Urban Planning/  
Design and Graduate  
Certificate in Real  
Estate Development,  
2019

University of California,  
Los Angeles  
BA, Geography/  
Environmental Studies,  
2016

### **Professional Affiliations**

American Planning  
Association

**Metro Area Plan, County of Los Angeles Department of Regional Planning, California.** Served as planner for the development of the Metro Area Plan. Managed outreach plan, coordinated schedule of meetings, and facilitated interested party outreach events. Assisted with background reports and existing conditions. Drafted economic development policies for the Metro Area Plan communities, comprehensively and tailored specific policies applicable to the seven individual communities based on market and demographic studies.

**Urban Design and Housing Strategies, City of El Cajon, California.** Served as the deputy project manager to the City of El Cajon's Urban Design and Housing Strategies project. Tasks included in-depth analysis of existing regulations pertaining to residential and accessory dwelling unit development, a review of internal permit processing procedures, and targeted outreach with community members including developers and architects to develop new objective design standards that promote high-quality design that meets the City's vision for various development typologies while allowing for flexibility and innovative design.

**Indio Housing Element Update and Pro Housing Strategies and Program Implementation, City of Indio, California.** Served as the Housing Element planner for the comprehensive update to the City of Indio's Housing Element. Led bilingual interested party outreach. Developed maps and graphics for the City's regional housing needs assessment and identification of sites. Ms. Rodriguez is currently assisting the City with implementing a pro-housing assessment and policy strategy that the project team created with the City, which included a detailed analysis of development trends in the city and region, direct financial incentives, and gap financing alternatives to facilitate affordable housing production. Additionally, Dudek is assisting the City with implementing programs from its Housing Element. Tasks include density bonus assessment and developing a no-net-loss site inventory tracking system.

## Relevant Previous Experience

**Art Rodriguez Associates, Arcadia, California.** Served as an associate planner managing land use entitlement applications, primarily in cities within Los Angeles County. Tasks included site research and due diligence; developing project proposals; interpreting zoning codes; reviewing local regulations to ensure code compliance; preparing project findings reports; leading community outreach with interested parties including neighborhood groups, council representatives, and police departments; and representing projects at public hearings.

**Center for Economic Development, Los Angeles, California.** Served as the lead graduate research assistant for the Center for Economic Development at the University of Southern California. Developed and analyzed an extensive dataset of journals and publications for a literature review focusing on transit-oriented development trends over the decades. Examined policy documents, such as land use elements, specific plans, and overlays, of every city with a Metro rail-stop in Los Angeles County to develop an inventory of policies that incentivize development around transit stations; tracked development patterns near transit stations; and assisted in the analysis of identifying trends between policy incentives and actual development. Oversaw the graphics and maps and assisted with the preparation of the final report for publication submittal review.

# Elizabeth Dickson, AICP

**HOUSING ELEMENT UPDATE LEAD |  
EDICKSON@DUDEK.COM**

Elizabeth Dickson (*ee-LIH-zuh-beth DIK-suhn; she/her*) is a planner with 9 years' experience specializing in long-range planning, community planning, housing policy development, zoning codes, and the analysis and creation of tools that facilitate and incentivize development. Elizabeth's diverse range of experiences includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and updates and amendments to zoning codes. She has experience working collaboratively with local community groups, navigating California State legislation, and developing implementation-focused policies and ordinances that promote housing accessibility and affordability.

Elizabeth sits on the board of the California Chapter of the American Planning Association and has spoken as a panelist at multiple American Planning Association conferences. Her expertise in housing data analysis led her to serve as a panelist at the Institute for Innovative Governance's 2019 Forum on Housing and Inequality in San Diego.

## Select Project Experience

**General Plan Update, City of Newport Beach, California.** Serves as the project manager for a comprehensive update to the General Plan. Tasks include an extensive community outreach and engagement program; analysis of both quantitative and qualitative data; visioning, goal, and policy development; and management of technical staff, planning staff, and subconsultants. The update has a heightened focus on resilience strategies and includes technical analysis of challenges faced by a coastal community such as sea level rise and coastal erosion.

**Comprehensive Zoning Code Update, City of Pico Rivera, California.** Serves as the task lead for the development of use regulations for the Comprehensive Zoning Code Update. Tasks include new regulations for outdoor dining, massage establishments, drive-throughs, automobile serving uses, and a variety of housing uses such as transitional housing, emergency shelters, supportive housing, home occupations, and family day-care homes. This project will provide permitting staff and the development community with a comprehensive zoning code that is easily navigable and contains clear and objective standards.

**Housing Element Implementation Program, City of Indio, California.** Serves as the task lead for the Housing Element Implementation Program, which includes the development of local ordinances, housing resources for community members, and guidance and informational materials for



### Education

San Diego State  
University  
MA, City Planning,  
2019

University of  
Montevallo  
BA, Business  
Administration, 2009

### Certifications

American Institute of  
Certified Planners  
(AICP), No. 34733

### Professional Affiliations

American Planning  
Association

permitting staff and the development community. Additionally, this program includes an application for the State's Prohousing Designation Program and coordination with the City Council and the State's Department of Housing and Community Development.

**General Plan Update, City of Rialto, California.** Served as the task lead for the update to the Land Use Element and a member of the planning team for the overall General Plan Update. Through the General Plan Update, Dudek is prepared amendments to the General Plan for the City's Land Use, Safety, and Environmental Justice Elements. The update to the Land Use Element included policy and legislative crosswalks identifying key needed changes, a comprehensive existing conditions analysis establishing a baseline for what is on the ground, and establishing goals and policies as a part of a robust community and interested party engagement program. Additionally, Elizabeth also served as the task lead on consistency amendments to the Zoning Code and Zoning Map.

**Urban Design and Housing Strategies, City of El Cajon, California.** Served as the project manager for the Urban Design and Housing Strategies project. This project consisted of a multifaceted approach to update the City's regulations and procedures for the provision of residential and mixed uses. This included the development of objective development standards paired with easy-to-understand graphics informed by an in-depth analysis of existing regulations pertaining to mixed use, residential, and accessory dwelling unit development, as well as internal permit processing procedures; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive web-based tool for development opportunity sites and incentives; and guides and marketing materials to assist staff and developers in understanding updated regulations and procedures.

**San Bernardino Regional Housing Trust Fund, San Bernardino Council of Governments, California.** Serves as the task lead for the Regional Housing Trust Fund through the San Bernardino County Transportation Authority/San Bernardino Council of Governments on-call contract. Prepared a Housing Trust white paper, which provides an analysis of best practices and recommendations for enacting a regional housing trust fund, and a Strategic Plan, which outlines outreach findings, priority projects, and key recommendations. Developed and managed a comprehensive outreach program, including presentations to City Councils across San Bernardino County. Current tasks include the development of an administrative plan for the implementation of a regional housing trust fund, based on the recommendations of the Housing Trust white paper.

**Housing Element Update and Prohousing Plan, City of Indio, California.** As a part of the General Plan Update, served as the task lead for the comprehensive sixth cycle update to the City of Indio's Housing Element. As a first step in implementation of the Housing Element, conducted a prohousing assessment, including direct financial incentives, enhanced housing permitting organizational strategies, City and regional fee strategies, local and regional housing trust fund options and gap financing alternatives for workforce and affordable housing to facilitate the planning, approval, and construction of housing. Current tasks include a prohousing application and coordination with local decision makers and the State Department of Housing and Community Development.

**Housing Element Update, City of Concord, California.** Served as planning lead for the sixth cycle update to the Housing Element. The Concord Housing Element Update is unique in that it has an extensive focus on tenant protections and anti-displacement strategies. Tasks include robust community engagement, subconsultant management, decision-maker education, and coordination with the State Department of Housing and Community Development. This plan has been adopted and was certified by the State.



# Nicole Cobleigh

**ENVIRONMENTAL SCOPING LEAD |  
NCOBLEIGH@DUDEK.COM**

Nicole Cobleigh (*nick-KOHL KOB-lee; she/her*) is a senior project manager with 25 years' experience in environmental planning and land use development in Southern California. Ms. Cobleigh manages all phases of the project planning and environmental review process, including budget allocations and monitoring, project team and subconsultant oversight, scheduling, presentations at hearings, and public outreach. She has produced numerous California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, including environmental impact reports (EIRs); environmental impact statements (EISs); and technical reports for visual resources and aesthetics, cultural resources, and other environmental resources.

Ms. Cobleigh applies her comprehensive understanding of policy, planning, and environmental issues to meet clients' needs on a variety of projects. She has extensive experience working on complicated projects involving multiple regulatory agencies.

## Select Project Experience

**Indio Housing Element Update ND, City of Indio, California.** Managed the preparation of the IS/ND for the Housing Element Update as part of the 6th Cycle of the Regional Housing Needs Assessment.

**Lomita Housing Element Update ND, City of Lomita, California.** Managed the preparation of the IS/ND for the Housing Element Update as part of the 6th Cycle of the Regional Housing Needs Assessment.

**South El Monte Housing, Safety and Environmental Justice Element Updates ND, City of South El Monte, California.** Managed the preparation of the IS/ND for the Housing Element Update as part of the 6th Cycle of the Regional Housing Needs Assessment. The effort also included updates to the City's Safety Element and a new Environmental Justice Element.

**Manhattan Beach Housing Element Update ND, City of Manhattan Beach, California.** Managed the preparation of the IS/ND for the Housing Element Update as part of the 6th Cycle of the Regional Housing Needs Assessment.

**Fullerton Housing Implementation Overlay Zone Program EIR, City of Fullerton, California.** The City of Fullerton must adopt an updated Housing Element as part of the 6th Cycle of Regional Housing Needs Assessment. The City's Housing Element relies heavily on adopting a Housing Implementation



### Education

*California Polytechnic State University, San Luis Obispo MCRP, City and Regional Planning*  
*University of California, Los Angeles BA, Geography/ Environmental Studies (Public Policy/Urban Planning Minor)*

### Professional Affiliations

*Association of Environmental Professionals*

Overlay Zone that would allow housing projects to be constructed on 759 parcels throughout the City. Currently managing the preparation of the Program EIR for this implementation overlay zone program. Key project issues include evaluating air quality impacts and vehicle miles traveled.

**Sand Canyon Resort Project EIR, City of Santa Clarita.** This project involves the redevelopment of a former golf course into a resort hotel project. Key issues associated with this project include potential impacts to sensitive biological resources, development within a Very High Fire Hazard Zone formerly subject to wildfire and mud and debris flows, and the rezoning of Open Space to Commercial within a community sensitive to the loss of Open Space. Serving as the Project Manager for the Environmental Impact Report (EIR) and supporting technical analyses for the proposed project.

**7811 Santa Monica Boulevard EIR, City of West Hollywood, California.** Managing the preparation of an EIR for a hotel and residential 265,853-square-foot mixed-use development project along Santa Monica Boulevard in the City of West Hollywood. The project would involve the demolition of a fitness center and one multifamily residential structure and the construction of a new six-story building with 74 hotel rooms and 82 residential units. Ground floor commercial/restaurant use would also be included a part of the project. Key issues associated with this project include construction air quality, noise and traffic impacts to the Fountain Day School, which is located immediately to the north of the site and operates as a year-round preschool.

**417 N. Madison Avenue Project, City of Pasadena, California.** Managed the preparation of an IS/mitigated negative declaration (MND) for a residential infill project in the City of Pasadena. The project involved the construction of 39 residential units within a multifamily, high-density residential area of the City. The use is permitted by right; but the minimum required set back requires a minor variance from the City so an expedited IS/MND is being prepared.

**K4 Warehouse and Cactus Channel Improvements Project, March Joint Powers Authority, California.** Lewis Companies is proposing to construction a new approximately 720,000 square foot industrial warehouse/e-commerce fulfillment center. One component of the project involves the installation of an underground box culvert within the existing Cactus Avenue Drainage Channel. Managing an EIR for the proposed project, and key issues associated with this project include coordination with multiple agencies and jurisdictions, traffic impacts, impacts to biological resources, and greenhouse gas emission impacts.

**Meridian West Campus-Lower Plateau Project, March JPA, California.** Managed the preparation of a comprehensive EIR for a large-scale business and warehouse development project in the western portion of the March JPA jurisdiction. The project, approved by the Board Commissioners in 2017, would result in the construction of approximately 2.3 million square feet of industrial warehouse and business park uses. Key issues associated with this project included visual and aesthetic impacts to distant mountain views, air and greenhouse gas emissions within proximity of single-family residential homes, increases in truck traffic in the project vicinity, and overall traffic impacts in the Riverside County area.

# DUDEK

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**EXHIBIT C**  
**FEE SCHEDULE**

# Housing Element Rezoning Program and Environmental Impact Report

City of COSTA MESA



# Dudek Cost Proposal

January 24, 2025

Stephanie Urueta  
City of Cost Mesa  
Economic and Development Services Department  
77 Fair Drive, 1st Floor  
Costa Mesa, California 92626

**Subject: Revised Proposal for City of Costa Mesa Housing Element Rezoning Update and EIR**

Dear Stephanie Urueta:

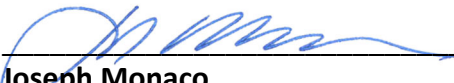
Dudek’s revised cost proposal reflects our updated approach and understanding of the work to most efficiently and effectively address the City’s needs and priorities. This cost proposal reflects anticipated wage increases during the contract duration.

- Subtotal Lump Sum of \$1,850,611
- + 10% Contingency of \$185,061
- Total Lump Sum of \$2,035,672

On the follow pages, Table 1 illustrates a top-level summary of our cost proposal, and Table 2 shows a detailed breakdown by staff by hour.

This fee estimate is valid for 180 days from the date of this proposal; after 180 days, Dudek reserves the right to reassess the fee estimate, if necessary.

Sincerely,

  
\_\_\_\_\_  
**Joseph Monaco**  
President/CEO

  
\_\_\_\_\_  
**Catherine Tang Saez, AICP**  
Project Manager

*Joseph Monaco is authorized to sign on behalf of Dudek.*

Table 1 illustrates a top-level summary by task.

**Table 1. Cost Proposal Summary**

		DUDEK LABOR COSTS	Subconsultant Fees		OTHER DIRECT COSTS	TOTAL FEE
			Outreach	Economics		
			Kearns & West Fee	Pro Forma Advisors Fee		
<b>Task 1</b>	<b>Project Management and Coordination</b>					
1.1	Project Initiation	\$5,944.00				\$5,944.00
1.2	Ongoing Project Management and Coordination	\$41,200.00	\$36,800.00			\$78,000.00
	<b>Subtotal Task 1</b>	<b>\$47,144.00</b>	<b>\$36,800.00</b>			<b>\$83,944.00</b>
<b>Task 2</b>	<b>Initial Assessment and Overall Strategy</b>					
2.1	Review of Housing Element	\$3,664.00				\$3,664.00
2.2	Confirmation of Housing Element Sites	\$11,228.00				\$11,228.00
2.3	Diagnostic Analysis of Existing Plans, etc.	\$16,860.00				\$16,860.00
2.4	Overall Strategy	\$8,424.00				\$8,424.00
	<b>Subtotal Task 2</b>	<b>\$40,176.00</b>				<b>\$40,176.00</b>
<b>Task 3</b>	<b>Community Outreach and Engagement</b>					
3.1	Community Outreach and Engagement Plan	\$4,840.00	\$7,245.00			\$12,085.00
3.2	Project Messaging	\$21,200.00	\$20,355.00			\$41,555.00
3.3	Stakeholder Meetings	\$38,880.00	\$23,575.00			\$62,455.00
3.4	Community Events	\$99,560.00	\$186,300.00		\$11,500.00	\$297,360.00
	<b>Subtotal Task 3</b>	<b>\$164,480.00</b>	<b>\$237,475.00</b>		<b>\$11,500.00</b>	<b>\$413,455.00</b>
<b>Task 4</b>	<b>Market Demand and Economic Feasibility Analysis</b>					
4.1	Citywide Market Demand Analysis			\$18,400.00		\$18,400.00
4.2	Physical Development Feasibility Analysis	\$26,400.00				\$26,400.00
4.3	Financial Development Feasibility Analysis			\$11,500.00		\$11,500.00
4.4	Fiscal Impact Analysis			\$16,100.00		\$16,100.00
4.5	Summary of Analysis Report	\$9,660.00		\$3,450.00		\$13,110.00
	<b>Subtotal Task 4</b>	<b>\$36,060.00</b>		<b>\$49,450.00</b>		<b>\$85,510.00</b>
<b>Task 5</b>	<b>Rezoning</b>					
5.1a	Updates to Select Plans	\$250,540.00				\$250,540.00
5.1b	Creation of New and/or Reuse of Existing Overlays	\$439,020.00				\$439,020.00
5.2	Update to General Plan	\$12,480.00				\$12,480.00
5.3	Streamlined Development Process	\$10,560.00				\$10,560.00
5.4	Update to Housing Element	\$40,560.00				\$40,560.00
	<b>Subtotal Task 5</b>	<b>\$753,160.00</b>				<b>\$753,160.00</b>
<b>Task 6</b>	<b>Zoning Code Amendments</b>					
6.1	Diagnostic Analysis of Zoning Code	\$12,556.00				\$12,556.00
6.2	Draft and Final Zoning Code Amendments	\$33,720.00				\$33,720.00
	<b>Subtotal Task 6</b>	<b>\$46,276.00</b>				<b>\$46,276.00</b>
<b>Task 7</b>	<b>Objective Design Standards</b>					
7.1	Diagnostic Analysis of Existing Standards	\$14,492.00				\$14,492.00
7.2	Existing Built Environment Analysis	\$13,312.00				\$13,312.00
7.3	Current/Recent Development Projects Analysis	\$11,092.00				\$11,092.00
7.4	Case Study Analysis	\$10,052.00				\$10,052.00
7.5	Summary of Analysis Report	\$3,464.00				\$3,464.00
7.6	Draft and Final Objective Design Standards	\$52,900.00				\$52,900.00
	<b>Subtotal Task 7</b>	<b>\$105,312.00</b>				<b>\$105,312.00</b>
<b>Task 8</b>	<b>CEQA</b>					
8.1	Project Description	\$8,950.00				\$8,950.00
8.2	Notice of Preparation	\$16,040.00				\$16,040.00
8.3	Administrative Draft EIR	\$202,480.00				\$202,480.00
8.4	Screencheck Draft EIR	\$38,040.00				\$38,040.00
8.5	Public Draft EIR	\$19,940.00				\$19,940.00
8.6	Final EIR	\$14,440.00				\$14,440.00
	<b>Subtotal Task 8</b>	<b>\$299,890.00</b>				<b>\$299,890.00</b>
<b>Task 9</b>	<b>Public Hearings</b>					
9.1	Public Hearings	\$22,888.00				\$22,888.00
	<b>Subtotal Task 9</b>	<b>\$22,888.00</b>				<b>\$22,888.00</b>
	<b>Total Hours</b>					
	<b>Total</b>	<b>\$1,515,386.00</b>	<b>\$274,275.00</b>	<b>\$49,450.00</b>	<b>\$11,500.00</b>	<b>\$1,850,611.00</b>
	<i>Percent of Hours (Base)</i>					
					Contingency Percent	10%
					Contingency Total	\$185,061.00
					Total with Contingency	\$2,035,672.00

