

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH RJM DESIGN GROUP**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of March, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RJM DESIGN GROUP, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide master planning services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Sixty-one Thousand, Two Hundred Seventy Dollars (\$161,270.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

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

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on March 1, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities

performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

RJM Design Group, Inc.  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Tel: (949) 493-2600  
Fax: (949) 493-2690  
Attn: Robert Mueting

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5291  
Fax: (714) 754-5330  
Attn: Baltazar Mejia

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

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

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

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

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially

impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,  
A municipal corporation  
[Redacted Signature]  
[Redacted Name]

Mayor

Date: 4/10/15

CONSULTANT: RJM Design Group, Inc.  
[Redacted Signature]

Signature

Robert J. Maeting, Principal  
Name and Title

Date: March 27, 2015

[Redacted]  
Social Security or Taxpayer ID Number

ATTEST:  
[Redacted Name]



City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:  
[Redacted Signature]

Date: 3/11/15

Deputy City Attorney

APPROVED AS TO INSURANCE:  
REDACTED

[Redacted Signature]

Risk Management

Date: 3/24/15

APPROVED AS TO CONTENT:  
REDACTED

[Redacted Signature]

Baltazar Mejia, Project Manager

Date: 03-16-15

DEPARTMENT HEAD APPROVAL  
REDACTED

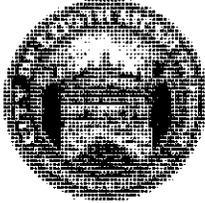
[Redacted Signature]



Ernesto Munoz, Public Services Director

Date: 4.9.15

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



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

October 2, 2014

**SUBJECT: REQUEST FOR PROPOSALS (RFP's) FOR THE UPDATE OF THE OPEN SPACE MASTER PLAN OF PARKS AND RECREATION.**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the update of the Open Space Master Plan of Parks and Recreation.

The anticipated schedule of events to complete the professional services for the project is as follows:

**EVENTS TO COMPLETE WORK**

**DATE**

- |                                       |            |
|---------------------------------------|------------|
| 1. Proposal Received by City          | 10/30/2014 |
| 2. Selection of Consultant            | 11/21/2014 |
| 3. City Council Award                 | 01/06/2015 |
| 4. Kick-off Conference                | 01/12/2015 |
| 5. Final Submittal/Completion of Work | 01/22/2016 |

Enclosed is a Request for Proposals (RFP's) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP's.

**City of Costa Mesa Contact Person**

Baltazar Mejia, Parks Project Manager, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP's prior to the announcement of the award.

13

RFP – Open Space Master Plan Update

**Required Copies of Request for Proposals on Due Date**

Five (5) copies of the project proposal and one copy of the fee proposal must be received by the City no later than 3:00 p.m. on Thursday, October 30, 2014. All proposals shall be delivered to:

Mr. Baltazar Mejia, P.E.  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Sincerely,

REDACTED

Fariba Fazeli, P.E.  
City Engineer

**Attachments**

c: Ernesto Munoz, Public Services Director  
Gary Armstrong, Economic & Development Director/Deputy CEO  
Baltazar Mejia, Parks Project Manager

# REQUEST FOR PROPOSALS (RFP's) FOR THE UPDATE OF THE OPEN SPACE MASTER PLAN OF PARKS AND RECREATION

## I. INTRODUCTION

The Open Space Master Plan of Parks and Recreation was adopted by the City Council in 1996 and an update approved on January 21, 2003. It is a guide for the orderly development and management of recreation facilities and programs for the City. The updated Master Plan consists of an analysis of the community, a needs assessment, facility and program recommendations, and concept recommendations for individual facilities

The purpose of this Request for Proposals (RFP's) is to solicit proposals from qualified park planning/urban design firms for a new update of the current Master Plan. The final master plan is expected to meet the City's recreational needs, while at the same time addressing the needs and concerns of the adjacent residents and community organizations.

### A. General Goals:

The City of Costa Mesa is seeking a consultant with a strong background in park planning and urban design that has successfully completed similar projects and has extensive experience in the master planning of parks in urban communities. The selected consultant will be responsible for the completion of public workshops; concept plans (color display boards and electronic formats); public presentations to community organizations, Commissions, and the City Council; and the preparation of the final master plan document.

### B. Minimum Consultant Qualifications:

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

## II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 30 pages (excluding front and back covers, section dividers, and resumes) and to include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware of. The project approach shall contain clarifications or additional scope of work that you feel are necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
  1. Cover letter stating the total lump sum fee.
  2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their fully-burdened hourly rates. The fully-burdened hourly rates shall include direct salary costs, employee benefits, overhead and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

Please submit five hard copies and one PDF file of the project proposal, and one copy of the fee proposal.

### **III. CONSULTANT SELECTION COMMITTEE**

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the consultant on their ability to do the following:

1. Produce an innovative and detailed master plan, including conceptual plans, exhibits, and renderings.

2. Have the vision to create realistic concepts and programs that can be readily implemented.
3. Provide the City with adequate tools in order to allow for the proper planning and development of these facilities.

#### **IV. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Proposal Selection Committee has evaluated all of the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "lump sum" fee submitted in the fee proposal.

#### **V. PROFESSIONAL SERVICES AGREEMENT**

1. A sample of the required Professional Services Agreement is available upon request. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
2. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

#### **VI. INSURANCE REQUIREMENTS**

Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

#### **VII. SCOPE OF CONSULTANT SERVICES**

The City of Costa Mesa Open Space Master Plan of Parks and Recreation was originally adopted by the City Council in 1996 and updated on January 21, 2003. A copy of the updated Master Plan is available on the City's website (<http://costamesaca.gov/modules/showdocument.aspx?documentid=7186>). It is a guide for the orderly development and management of recreation facilities and programs for the City. The Master Plan has served well, but the demand for facilities and the addition of sports and activities that did not exist eleven years ago or that were not as popular as they are now, plus the availability of new census data are clear indicators that the Master Plan needs to be updated. It is anticipated that the same general scope utilized in the last update will be incorporated into this scope of work with a few revisions.

The City's General Plan is currently being updated. Included in the scope of work for the update of the General Plan is the update of the Open Space and Recreation element, the module that outlines the City's goals and objectives for the current

and future open space and recreational long-term community needs. The selected consultant will be required to coordinate with the consultant retained to update the General Plan, fully understand the work already done, and complete the work under this contract without duplicating efforts.

In addition, the City Council reconvened the Fairview Park Citizens Advisory Committee to evaluate the current Master Plan and make recommendations to the Parks and Recreation Commission and the City Council for changes to the Master Plan. The selected consultant will be required to incorporate the most current Fairview Park Master Plan, the process by which it was last reviewed/revised, and new regulatory updates. Extensive documentation is available on the City's website (<http://costamesaca.gov/index.aspx?page=1619>).

Other approved Master Plans that will need to be incorporated into the new Open Space Master Plan of Parks and Recreation are:

1. TeWinkle Park Master Plan (include in the scope of work revising the Master Plan document and graphics with previously-approved revisions and completed elements). A copy of this Master Plan is available on the City's website (<http://costamesaca.gov/modules/showdocument.aspx?documentid=7188>)
2. Brentwood Park Master Plan.

The proposed Scope of Consultant Services includes, but shall not be limited to, all of the following:

A. Public Process:

- Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process.
- Assure residents, user groups, associations and other stakeholders that they are provided with an opportunity to participate in the development of this plan.
- Conduct various public community meetings, focus groups and individual stakeholder interviews.
- Attend various commission and City Council meetings to provide progress reports.
- Act as professional facilitators to gather specific information about services, use, preferences and strengths, weaknesses, opportunities and constraints.
- Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
- Provide written reports and summaries of the results of all public meetings.

- Solicit input from as many people as possible, including users and non-users of the services and facilities. This may include intercept surveys to determine utilization of parks by Costa Mesa residents.

B. Statistically-Valid Survey

- Develop a city-wide community needs assessment survey to identify community needs and issues related to recreation/park programs and facilities. The survey should accurately represent a sampling of the community population, with a return rate sufficient to provide statistically-valid results.

C. Existing and Future Facilities – Analysis of Level of Services.

- Compile an inventory and assessment of the existing parks/recreation programs, services and facilities. The assessment will include a comparative analysis to communities of similar size and density within the region, and use nationally accepted standards. The analysis should consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) but also address functionality, accessibility, condition, comfort and convenience.

D. Community Needs Assessment - Rank and Prioritize Demand and Opportunities

- Review pertinent data provided by the City of Costa Mesa and its consultants.
- Survey user groups, including sports organizations, within the City of Costa Mesa.
- Determine local recreation patterns of residents and estimate the type and number of facilities necessary to satisfy those preferences.
- Develop alternatives to maximize field use.
- Prioritize recommendations for needs regarding land acquisition, the development of parks, trails, and open space and recreation facilities.
- Develop a set of prioritized recommendations for maintenance and renovation of parks, trails and recreation facilities.

E. Analysis of Programs and Services

- Provide an assessment and analysis of the Recreation Services Division's current level of recreation programs and services.
- Provide a user fee analysis for facilities, programs and services.

F. Progress Reporting

- The consultant and the City's Project Manager shall hold progress meetings as often as necessary. The consultant shall supply the City's Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as

deemed necessary by the City Project Manager at least three (3) working days prior to the progress meeting. The City's Project Manager shall schedule the meetings, as necessary.

#### G. Master Plan Document

- Based on previously completed tasks, develop a draft Master Plan Document.
- Following City staff review, prepare draft versions for general public distribution and consideration at formal public meetings.
- Attend public hearings. Anticipate three Parks and Recreation Commission meetings (one Study Session and two public hearings) and two City Council meetings (one Study Session and one regular Council meeting).
- After City Council action, prepare a finalized document that incorporates Council-directed changes.

#### H. Action Plan

- Collect and analyze demographic information for the community.
- Collect and analyze information on participation, needs, desires, operations, programming, land use trends and make recommendations.
- Identify areas of service shortfalls and projected impact of future trends.
- Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- Provide a clear plan for development of programming based on current park standards and citizen demand analysis.
- Develop a definitive program for the acquisition and development of parkland, recreational facilities, open space and trails.
- Project the anticipated costs for park maintenance and administration of facilities for the future.
- Identify opportunities for available funding and acquisition alternatives.
- Develop an action plan which includes strategies, priorities and an analysis of budget support, funding mechanisms for the short term, mid-term and long term for the park system, open space, trails and recreation programs and services.

#### I. Development of Final Plans and Supporting Materials

- The Master Plan must include written goals, plans, objectives and policy statements that articulate a clear vision or "road map," and model for the City's future.
- A summary of existing conditions, inventories and Level of Service analysis.
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.

- A Financial Plan.
- An Action Plan.
- A minimum of one (3) meetings with the Parks and Recreation Commission leading to the recommendation to the City Council to adopt the proposed Master Plan.
- A minimum of two (2) meetings with the City Council, one (1) to present the draft Master Plan and one (1) to consider the adoption of the final Master Plan.
- A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City's software.
- A color version of the final Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City's software.
- A color version of the final Executive Summary consisting of one (1) printed copy and an electronic version in a format compatible with the City's software.

#### J. Miscellaneous

- Develop a plan and project schedule.
- Attend, lead and facilitate community meetings as necessary.
- Develop and manage the tools necessary to collect community input and data.
- Prepare an executive summary that includes statistics and trends addressing recreation and leisure needs in Costa Mesa for the future.
- Incorporate 2010 U.S. Census data as it pertains to the City of Costa Mesa.
- Articulate themes identified through the data-gathering process into goals and strategies.
- Identify how individuals access recreation and leisure services in the City of Costa Mesa.
- Other work items as necessary.

#### K. Products

- One (1) draft Master Plan Document (hard copy and electronic files)
- One (1) camera-ready copy of the Final Plan.
- Original graphics.
- One (1) copy of text on computer disk.

### VIII. CITY RESPONSIBILITIES

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

**IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSALS**

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

**X. RIGHT TO REJECT ALL PROPOSALS**

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP's or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

**XI. SUMMARY**

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

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



Community Inspired Spaces



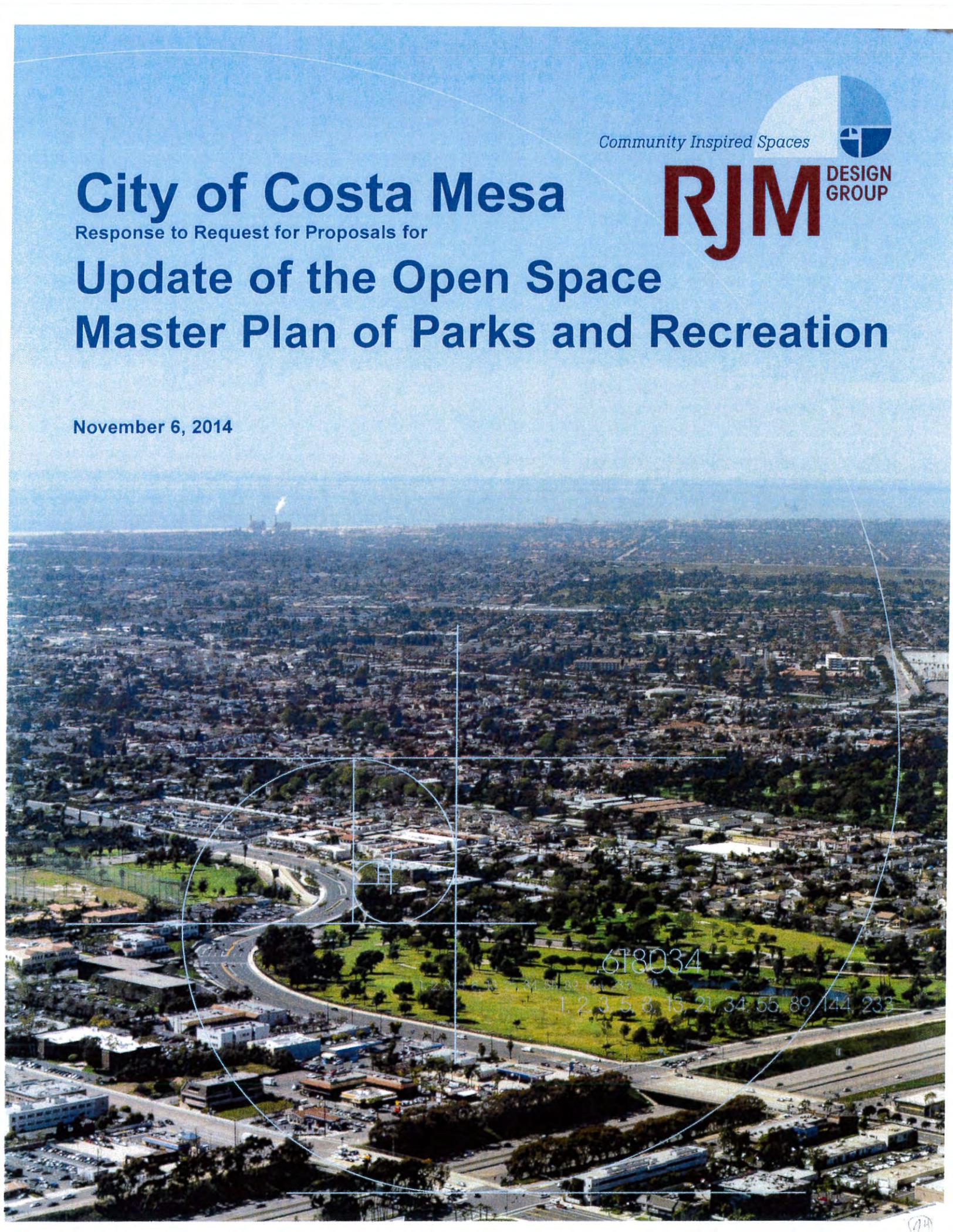
**RJM** DESIGN GROUP

# City of Costa Mesa

Response to Request for Proposals for

# Update of the Open Space Master Plan of Parks and Recreation

November 6, 2014



618034

1, 2, 3, 4, 5, 8, 13, 21, 34, 55, 89, 144, 233

118





## Cover Letter

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
[www.RJMdesigngroup.com](http://www.RJMdesigngroup.com)  
[949] 493-2690 fax  
[949] 493-2600 phone

November 6, 2014

Mr. Baltazar Mejia, P.E.  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
Costa Mesa, CA 92628-1200

**RE: Proposal for Professional Services to prepare the Update of Open Space Master Plan of Parks and Recreation for the City of Costa Mesa**

Dear Mr. Mejia:

RJM Design Group is pleased to submit our qualifications and proposal to the City of Costa Mesa. Our community-wide Parks and Recreation Master Plans are based on a process of community involvement resulting in statistically valid solutions which articulate and reinforce a sense of place, that are responsive to the community's goals and policies, anticipate market conditions and future trends, and ultimately create healthy and happy communities.

Based upon your RFP, our experience on the City's 2003 Master Plan Update, as well as our experience on similar projects, we have developed a planning process with a "community driven" input methodology, and comprehensive scope of services. We anticipate a close working relationship with the City staff, members of the community, and various stakeholders because we believe they provide a forum in working together to arrive at planning and design solutions, which are truly remarkable and insightful. RJM understands the outcome of the Open Space Master Plan of Parks and Recreation Update will include an inventory of recreation facilities, parks; mapping exhibits; program inventory; community wide needs assessment (including quantifiable recreation facility needs), as well as recommendations and opportunities for parks, facilities, and recreation programs in Costa Mesa.

I will be serving as the Principal for this project and have 30 years of experience in the preparation, processing, and management of a wide range of community based, recreation-planning projects. Our team includes specialty consultants with stellar qualifications and the technical expertise in various disciplines to provide a focused direction relative to the specific requirements for this project. Our team has worked together in the successful completion of many Master Plan projects.

RJM's Team has available and qualified staff to begin work on this project immediately. We are interested in this assignment and eagerly look forward to working with the City of Costa Mesa. Should you have any questions or require clarification or supplemental information, please contact our office. Thank you in advance for your consideration.

Sincerely,  
RJM Design Group, Inc.

REDACTED

Robert Muetting, Principal  
Email: [rjm@rjmdesigngroup.com](mailto:rjm@rjmdesigngroup.com)



# Table of Contents



Heller Park in Costa Mesa

## Cover Letter

**Project Understanding** ..... 1

- a. Firm’s Qualifications
- b. Detailed Scope of Work

**Project Team** ..... 11

- a. Team Organizational Chart
- b. Resumes of Key Personnel

**Similar Projects**..... 17

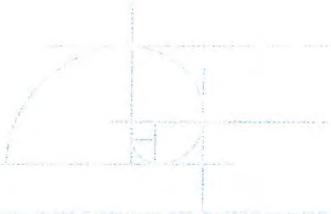
- a. Team’s Experience on Similar Projects
- b. Project Experience and References

**Project Schedule** .....27

- a. Proposed Schedule & Summary of Deliverables

Fee Proposal (submitted under separate cover)





City of Costa Mesa • Update of Open Space Master Plan of Parks & Recreation

# Project Understanding



Costa Mesa's local economy relies heavily on retail and services. South Coast Plaza is among the highest volume regional shopping centers in the nation.





# Project Understanding

## a. Firm's Qualifications

**Firm Legal Name: RJM Design Group, Inc.**

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, architects and planners, survey specialists, recreation specialists and economists. Each person brings a unique, yet complementary experience and passion to the firm.

**Legal Entity Type: California Corporation**

**Year Established: 1987**

**Principal Contact: Robert J. Muetting**

**Office Locations: San Juan Capistrano, CA  
Sacramento, CA**

**Firm Size: 20 Personnel**

|  |   |
|--|---|
| Principal Landscape Architects                     | 3 |
| Licensed Landscape Architects/<br>Project Managers | 8 |
| Technical Support                                  | 5 |
| Administrative Support/Accounting                  | 4 |

**Firm Qualifications and Approach**

During our 27 years of preparing Parks and Recreation Master Plans, we have continually evaluated and analyzed our process and products to better address our client's needs. The most significant improvement in our process that sets the RJM team apart from all others is:

We provide a **Defensible Needs Assessment (DNA)©** that accurately reflects the unique recreation characteristics and collaborative vision identified for your community.

The accuracy of our needs assessment approach is **primarily due to the collection of actual recreation activity participation and the identification of facility needs based on those levels of participation.** By analyzing recreation activity, we are able to identify demographic variables that are predictors of future recreation activities. This analysis **enables us to model the community for the future** as the population changes due to growth, aging, ethnic change, or other characteristics. This forecast of needs for the future becomes vital in making decisions for today. Contemplation of major capital expenditures for facilities must take into account not only today's needs but the needs of the future community as well.

Our methodology provides **the only recreation facility needs assessment that can accurately reflect the specific recreation needs of all residents, not just those residents who choose to be active in the public meeting process.** Our needs assessment approach does not simply parrot National, State, or "similar" Community Standards. There are no similar communities to the City of Costa Mesa because each community presents a unique demographic profile, unique availability of facilities and programs, unique proximity to major recreational opportunities, unique weather conditions, and unique socio-demographic or lifestyle characteristics. The community, residents, and recreation facilities are distinctive and unique to the City of Costa Mesa's population.

**Project Management Services**

Our project management starts with the basic building block of good communication. We provide an excellent method of tracking project progress by keeping the scope of work integrated with the project schedule.

Our clients often become our friends, and in many cases this results in future collaboration. Therefore we look forward to opportunities to meet and discuss the work in progress. We believe in creating a better environment for future generations to come.



## Project Understanding

### b. Detailed Scope of Work

**We understand** that the City of Costa Mesa is looking to update the current Parks and Recreation Master Plan. RJM Design Group has successfully completed over 25 Park and Recreational Needs Assessments and Master Plans for various public and private agencies. After reviewing the City's current documentation, existing planning efforts, as well as our conversations we have prepared a scope of work with a phased project approach. We welcome the opportunity to review this scope of services with the City to better accommodate any additional needs.

- Phase I Background Research / Existing Conditions: RJM will meet with City representatives to review the scope of services, as well as research the available background documentation including updating the City's program and facility inventories.
- Phase II Community Outreach will consist of reaching out to the public, civic organizations, and sports organizations to solicit their input on the parks and recreation facilities.
- Phase III Needs Analysis will outline the opportunities, funding strategies, recommendations as well as related cost estimates, and identify the City's surplus and/or deficit of recreation facilities.
- Phase IV Master Plan Document will be a summary of research, in an easy to read meaningful document, illustrating the Park and Recreation Master Plan for Costa Mesa.

#### Phase I - Background Research / Existing Conditions

##### Task 1 - Work plan:

RJM will conduct an initial kick-off meeting with the City to confirm and clarify the scope of services and project parameters, project background and objectives, product deliverables, methodology, schedule, as well as identify roles and responsibilities.

##### Task 2 - Review of Existing Documents:

RJM will coordinate document collection and review related documents pertinent to the development of the Park and Recreation Master Planning effort. With this information we will generate a database of existing resources to be referred to in subsequent tasks. This will help ensure that the final planning document coincides with the city's current General Plan. Our team will review, the original 1996 and subsequently updated 2003 Master Plan, current progress on the General Plan update, Fairview Park Master Plan, TeWinkle Park Master Plan, Brentwood Park Master Plan, as well as other relevant documents. After assembling the city planning documents RJM will conduct a meeting with City Staff to review current park conditions, maintenance practices, recreation programming as well as city standards and policies.

##### Task 3 - Demographics:

Understanding the recreation needs and preferences of City residents first depends upon an understanding of the population and its demographic characteristics. Steps in this process involve a review of data regarding the City's population base as defined in the 2000 and 2010 Censuses as well as the most recent

## Project Understanding

American Community Survey. Current estimates of key variables can also be obtained from the California Department of Finance. As available, demographic data regarding age, household size, ethnic profile and income characteristics will be used in the analysis. Trends in these measures, that tend to be highly correlated with recreation patterns, will be examined.

Today's decisions regarding recreation facilities and programs need to accommodate both population growth as well as change in demography. The historic data will be analyzed and projections of future population will be prepared using information and input from other agencies and City staff. This evaluation will provide estimates of the current population base and projections of future growth.

Detailed demographic data regarding such variables as age, presence of children, ethnicity, household size, and income characteristics will be analyzed in order to identify special populations such as seniors, teens, preschoolers, etc. for use in the recreation facility demand analysis. Special attention will be given to any sub-groups of the population that show unusual trends of change. This evaluation will provide estimates of the current population base and projections of future growth over the next 10-15 years.

### Task 4- Park and Recreation Facilities Inventory:

Our team will inventory and the current conditions of all of Costa Mesa Parks and associated recreation facilities. An important part of the database of existing information for the City is a thorough documentation of park and recreation facilities existing and planned that are available for use in the City, including providers other than the City of Costa Mesa such as the Unified School Districts fields and courts.

Consultant will conduct a city-wide tour, with City Staff and individually, to inventory and assess the recreation facilities, including joint-use facilities. This will assist in the development of a report that identifies supply of park and recreation facilities available to residents, an assessment of current conditions, quality, and functionality for each facility, and identification of opportunities and deficiencies for future park and recreation programs and services. A facility inventory matrix will be developed to catalog the number of facilities by type and the amenities associated with each.

The assessment of current conditions of each facility will include a list of any maintenance or rehabilitation efforts that may be needed to bring each facility to a good state of repair or to meet Federal and state requirements. Existing maintenance and operation standards, maintenance cycles, sustainability practices, contractual arrangement and staffing levels will be reviewed in order to determine the existing levels of service and support, and identify shortfalls. RJM will review available documentation on maintenance, operations, and sustainability from the City and conduct in-depth interviews with Parks and Recreation staff. Findings will be synthesized regarding current maintenance and operations practices for the City of Costa Mesa Parks and Recreation operations.

### Task 5- Recreation Programs Inventory:

Our team will conduct a community-wide inventory of recreation programs and services offered by the City of Costa Mesa and by other area providers within the last two years. This inventory may include

## Project Understanding

program offerings and uses of recreation facilities and will identify other service providers that also meet the recreation needs of City residents and to identify those recreational areas that are lacking or not being served in Costa Mesa. Data collected on recreation programs, if available, can include: frequency, ages served, attendance and other pertinent details.

### Task 6 - Park and Facility Gap Analysis:

With an updated inventory, the information will be analyzed by service area to identify underserved neighborhoods or community planning areas. Finally, a mapping analysis will also be developed to form a foundation to determine the distribution of types of recreation facilities throughout the City, an analysis that aids in the identification of recreation facility gaps.

### Phase II - Community Outreach

In order to determine the current and forecast needs for Parks, Recreation Facilities, and Open Space within the City, it is first necessary to define the recreation usage patterns and resulting recreation facility usage of the residents of the City. Several sources of information and community outreach methods will be used to fully identify the needs and priorities for parks and facilities in the City.

The National Recreation and Park Association in their 1983 update to the publication Recreation, Park and Open Space Standards and Guidelines stated: "Park and recreation services are community services. Ideally, the national standards should stand the test in communities of all sizes. However, the reality often makes it difficult or inadvisable to apply national standards without question to specific locales. The uniqueness of every community, due to differing geographical, cultural, climatic, and socioeconomic characteristics, makes it imperative that every community develop its own standards for recreation, parks and open space."

The following techniques described below will generate current and forecast participation rates that are specific to the residents of the City of Costa Mesa. These rates will then be used to determine a defensible and statistically valid recreation needs assessment unique to the City of Costa Mesa.

### Task 1 - Executive interviews:

One-on-one interviews with City-selected stakeholders such as City Councilmen, Parks and Recreation Commissioners, School District Supervisors, and City Staff. These one-on-one interviews provide the opportunity to seek insight into the City's values, strengths, weaknesses, and distinctive competencies as well as to identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of services. These interviews lay the ground work for an engaging and active public planning process. Consultants will work with staff to identify interviewees. Estimate twelve (12) interviews to be conducted during one day.

### Task 2 - Sports organization questionnaire:

Soliciting the attitudes and perceived needs of community stakeholders is an essential element in the

## Project Understanding

process. A sports organization survey can not only achieve the objective of outreach to these community stakeholders, it further provides valuable information regarding facility usage, team size, recreation seasonality, and player volume that is most important in the foundation of the facility needs calculation. The consultants will provide a survey form containing questions relevant to the usage of City recreation facilities by sports organizations in the City. It is expected that the City will take responsibility for distributing these forms to the organized sports groups within the City and following up to assure that each group returns a completed survey. The results will then be tabulated and used to verify and update the participation rates in these sports for use in the demand analysis.

### Task 3 - Community-wide Telephone Survey:

We recommend random sample telephone interviewing as the most effective and statistically reliable method to generate unbiased, detailed and accurate data regarding the true current demand for recreation facilities and programs specific to the City. The ability of the telephone survey to represent the current recreation needs of the City's residents is the result of the design of a custom survey questionnaire for the City of Costa Mesa. The subject areas of this survey will be developed through conversations with Staff, and/or community stakeholders. Questionnaire topics may include, but are not limited to, selected demography and attitudes regarding recreation and current usage patterns of community/neighborhood parks and recreation facilities and programs. Profiles of users and non-users can also be developed and reasons for non-use explored. Most importantly, respondents can be questioned regarding how frequently they, and all members of their household, participate in the various activities that most commonly occur in local parks. For the telephone survey, we recommend completion of 400 questionnaires among a random sample of City resident households, yielding an error margin of  $\pm 5\%$  at a 95% confidence level City-wide. The scope assumes a questionnaire length of 12 minutes with a maximum of five questions containing open end/other specify opportunities. This scope assumes that 95% of completed interviews will be completed in English while the remainder will be conducted in Spanish. All interviews will be conducted via land-line telephones. This work effort will facilitate an understanding of the differences in recreation attitudes, patterns,

### Task 4 - Public workshops:

An integral component in the creation of a collaborative vision and mission for the Plan is our utilization of an innovative public workshop process. The community will be offered a series of opportunities to participate and will be informed of the Plan's process. The community feedback from the workshops will provide important input to prioritization of future parks, recreation, trails, and open space development in the City. RJM shall plan and conduct three (3) community workshops to allow maximum community participation. This workshop process will clarify and augment the identified desires of the community developed through other public planning methods. Most importantly, the workshop method is designed to arrive at consensus regarding the priorities perceived by the public for improvements to the Park System.

## Project Understanding

Each workshop includes up to a three-hour session, inclusive, for up to 50 participants. We propose to work closely with City Staff to organize and further define the approach to be used in this process. City staff will be responsible for the promotion of the workshops, facility and equipment coordination, and provision of staff to assist with the workshops. RJM will provide staff training on how to work within groups as a scribe and/or facilitate individual groups. Number of staff needed is coordinated with consultant team no less than two (2) weeks prior to the workshop.

### A. Community Workshop #1:

The first public workshop will focus on what the public sees as community recreation characteristics, issues, and current opportunities and constraints to address the community's issues.

### B. Community Workshop #2:

The second workshop will focus on special interests (i.e. sports groups, seniors, etc.) and their experiences with the recreation programs and facilities in the City.

### C. Community Workshop #3:

The final workshop will reflect the citizen input from the first two workshops, summarize the needs assessment process, and seek public comment regarding prioritization of needs.

## Phase III - Needs Analysis

### Task 1 - Community Issues and Recreation Trends Analysis:

RJM will determine the community's interests and needs for enhancements to the park system through the master plan process. This will analyze the community meetings, outreach, surveys, and include research of trends and issues information relevant to the City of Costa Mesa through resources such as American Demographics, Institute of the Future, CPRS, NRPA, Outdoor Industry Association Surveys and others to complete an issues, trends, and implications report. This analysis may include conclusions regarding impacts to the City's provision of future recreation services as well as the City's role in addressing these impacts.

### Task 2- Demand and Needs Assessment:

The results of the community-wide survey regarding the level of participation in a comprehensive variety of recreation activities by the residents of the City will be calculated and arrayed as a starting point in the analysis. Using a statistical analysis technique that the Consultants have developed for more than fifty California communities previously, the participation rates will be converted into peak day demand estimates for each of the types of recreation activities. By applying design standards, developed in conjunction with the City staff, an estimate of the number of facilities of each type required to satisfy the current and projected demand will be determined. These relationships can be converted into facility

## Project Understanding

level of service standards or “facility need ratios” that correlate specifically to the City. They will take the format of one facility required for every X thousand population and will be specific to a menu of different types of recreation facilities. These measures of facility demand will be used to determine how many of each type of facility (e.g., ball fields by type, tennis courts, picnic tables, etc.) are required both currently and projected into the future as the population of the City grows and changes.

This analysis represents a unique methodology that has been tested by the Consultant in park and recreation needs studies throughout the State and provides facility standards that are specific to the residents of the City. The approach used follows the most recent recommendations of the National Recreation and Park Association as determined by their Standards Revision Task Force and utilizes participation data unique to the community being studied. Considerations such as seasonality, design day (or peak day usage), design capacity, and turnover rates are all incorporated into this advanced approach to determining facility need.

The facility standards based on the results of the analysis will be compared to those developed elsewhere and to other information collected during the course of the study to test for reasonableness and applicability to conditions in the City. If indicated, adjustments will be made to the demand estimates.

These demand estimates will be evaluated in light of the current inventory of recreation facilities to identify surpluses and deficiencies in existing parks and recreation-related facilities to serve the population base as it exists now and with projections into the future. The degree of need will be used as one criterion to help establish priorities in developing the capital improvements plan.

One of the primary advantages to this methodology for determining need is that it provides a quantitative, unbiased evaluation of the surpluses and deficits in the City’s park and recreation facilities, both currently and in the future. Thereby, special interest group needs are exhibited in the context of the entire spectrum of recreation needs and consensus is more readily obtained.

### Task 3- Benchmarking/Analysis of Levels of Service:

With the City facility standards (1 facility per X,000 population) developed in Task 2 above as the City benchmark, we will prepare a comparison for context that will include the following:

- Existing City levels of service and demographic characteristics,
- Existing levels of service and demography from four communities of similar size and density within the region (communities to be agreed upon by City staff.)
- Available State and National Standard/Level of Service norms.

## Project Understanding

Standards/level of service and demography will be reviewed and analyzed to provide a context of understanding regarding the City facility standards developed through this work effort.

### Task 4 - Identification of Core Services and Pricing Strategies:

Resources for all agencies today are precious. In analyzing what the City Of Costa Mesa and others provide to the community, duplication of programs or facilities by public or other organizations does not effectively utilize precious resources and, more importantly, may result in community needs being unmet. The Consultant will develop an overall operational assessment for efficiencies and best management practices that can be employed to guide the organization including an analysis and identification of core recreation services, effective resource allocation, cost recovery, and pricing strategies that take into consideration community wide benefits vs. individual benefits. Recommended broad strategies for improvement or elevation of current operations to a best practice level will be presented that will apply to:

- Pricing strategies for facilities and programs
- Staffing standards for recreation services used by the community
- Inventory of potential community partnerships and outside providers

### Task 5 - Maintenance and Operations Analysis:

RJM will prepare recommendations for maintenance and operations standards needed to meet the current and future program and facilities needs of the City. This report will include prioritized recommendations based on the City's needs (inventory, demographic projections, and community needs assessments), National Recreation and Park Association (NRPA) guidelines for Mode II maintenance level, sustainability practices, and best professional practices. Recommendations will be prepared for policies, maintenance standards and levels of service for each type of facility and program, including a summary of key findings related to maintenance, operations and sustainability practices.

### Task 6 - Opportunities Feasibility Analysis:

After the facility needs, community priorities, and public consensus are defined, we will discuss and evaluate with City Staff the short-term, intermediate and long-term opportunities to create new community recreation facilities. This opportunities analysis may include evaluation of areas such as abandoned rights-of-way, drainage or flood control sites, vacant land, or reuse of existing parks lands as well as potential new or enhanced partnerships to maximize the communities existing resources.

### Task 7 - Cost Estimates:

Construction cost estimates for development of new parks and/or facilities as well as recommended improvements at existing sites will be identified and presented. The Consultant Team will identify any property acquisition necessary to implement the recommended improvements. Costs associated with current facility deficiencies will be segregated from those necessitated by growth from new development or those that may be the result of increasing existing standards.

## Project Understanding

### Task 8 - Capital Improvement Plan:

Our Team will prepare a Capital Improvement Plan (CIP) to include recommendations for acquisitions, development, and preservation or rehabilitation projects. The CIP plan will identify and prioritize projects to be incorporated into a short-term, mid-term, and long-term (2025) capital improvement program time table. For each project, the anticipated year of implementation and funding opportunities would be identified. The CIP can provide options for single year and multiple year funding scenarios based on priorities developed in the community needs assessment phase of the planning process. The sequencing of the recommended projects in the CIP will be coordinated with realistic time frames to put the recommended funding options into place and incorporate them into the City's annual budgeting process. For example, projects with dedicated funding sources may be incorporated into the CIP prior to projects that may have been a higher priority according to the community needs assessment, but do not have a dedicated funding source.

### Task 9 - Financial Strategies and Plan:

Our Team will anticipate costs for park maintenance and administration for the future (up to 20 years) based on the development of sustainability and potential modifications/changes in operations and maintenance practices. In conjunction with this data, cost for recommended capital improvements for existing parks, recommended development cost of new parks and facilities, and the cost of each site identified for acquisition, our team can then perform an analysis of possible funding and acquisition alternatives and provide potential implementation strategies. This will include strategies, priorities and an analysis of budget support, funding mechanisms for the short-term to long-term.

The funding strategies analysis will also consider at a minimum, single and bundled grant opportunities, including matching grants; city capital improvement funds (park funds, development impact fees, general fund, etc.); park bonds, revenue bonds, and lease purchase financing coupled with revenue alternatives; collaborative funding opportunities with other public and nonprofit agencies; asset management opportunities (naming rights, advertising programs, concessions, leases and rentals); establishment of enterprise funds if users can be charged; and, private foundation, sponsor and donation options for funding. All financial strategies and recommendations will be developed as a collaborative effort of the project team and City Staff.

The political, financial, administrative and legal feasibility of each funding resource or mechanism for each possible type of park or recreation program and facility can be assessed through discussions with staff and other knowledgeable authorities.

In addition, the analysis will include the following:

#### **Fiscal Capacity of Parks**

- Develop budgets for the creation of new park development, maintenance of existing parks, and operating programs.

## Project Understanding

- Identify resources needed to operate and maintain future parks and recreation programs based on past funding, operating, and maintenance trends.
- Based on the park user profile and community needs assessment, identify funding resources that would be required to meet park and recreation needs. Project costs for the next 20 years.

### Alternative Funding

- Determine best alternative funding sources for the City such as assessment districts; recommend options to address any funding gaps; and identify best funding practices in other cities that can be explored by the City of Costa Mesa.

## Phase IV – Master Plan Document

### Task 1 - Screen Draft:

Based on previously outlined tasks, RJM Design Group, Inc. and our team shall develop a draft Parks and Recreation Master Plan Document and submit (4) administrative copies to City for review. RJM will conduct a meeting with City staff to review and discuss refinements to the administrative draft comment. Upon receipt of one set of non-conflicting comments from the City, we will revise the document as appropriate. The City will review the administrative draft documents and provide all requested refinements necessary to develop a final camera ready document.

### Task 2 – Final Document and Presentation:

Draft Final documents will include recommendations specific to parks, recreation and open space, and all summaries related to the development of the findings such as the workshop summary, inventories, prioritization matrix, recently completed studies, and questionnaires. The final master plan will be submitted in one digital and one hard copy for review. RJM will be available to present the findings to the Parks and Recreation Commission and City Council.



City of Costa Mesa • Update of Open Space Master Plan of Parks & Recreation

# Project Team



Costa Mesa offers 26 parks, a municipal golf course, 26 public schools and 2 libraries



## Project Team

### a. Team Organizational Chart

We select a team who has proven qualifications in their specialty and project type. We hold high standards for ourselves and high expectations of subconsultants. Relationships with our subconsultants are long-term with clear coordination and collaboration.



## Key Team Members - Contact List

|   |   |
|---|---|
| <b>Project Principal:</b>                             | Robert J. Mueting RA, AIA, ILA, ASLA, LEED AP BD+C - RJM Design Group, Inc.<br>office: (949) 493-2600<br>rjm@rjmdesigngroup.com |
| <b>Project Manager:</b>                               | Zachary Mueting, ILA, CPSI, LEED AP BD+C - RJM Design Group, Inc.<br>office: (949) 493-2600<br>zach@rjmdesigngroup.com          |
| <b>Programming,<br/>Operations &amp; Maintenance:</b> | Tim Gallagher - RJM Design Group, Inc.<br>tim@rjmdesigngroup.com  |
| <b>Survey Specialist:</b>                             | Pam Wooldridge - RJM Design Group, Inc.<br>pamw@rjmdesigngroup.com  |
| <b>Economist:</b>                                     | Christine Coman - RJM Design Group, Inc.<br>ccoman@aol.com  |

## Project Team

### b. Resumes of Key Personnel

#### Robert J. Mueeting AIA, ASLA, LEED AP

Principal-in-Charge  
 RJM Design Group, Inc.



**Robert J. Mueeting** is the founder and principal of RJM Group, Inc. Mr. Mueeting has over 20 years of experience directing Parks, Recreation, and Open Space Master Plans for communities throughout California. He is a specialist in community facilitation and consensus building; his expertise in the areas of creative group dynamics and facilitation, programming and conceptual design, as well as strategies and processes for design innovation contribute to each project.

Robert's background in planning, architecture and landscape architecture, has given him a strong emphasis on integrating human needs into the built environment. This emphasis is combined with knowledge of history and tradition, with an understanding of contemporary needs, mastery of construction, attention to detail and achievement of appropriate design solutions that create community.

#### Registrations

- Landscape Architecture/CA/2055
- Architecture/CA/C012928
- LEED Accredited Professional

#### Education

- Bachelor of Architecture, University of Nebraska
- Masters of Landscape Architecture, University of Michigan

#### Related Project Experience

##### PROJECTS IN COSTA MESA

- Tewinkle Park, Costa Mesa, CA
- 17th Street Streetscape, Costa Mesa, CA
- 1000 Bristol Street Site Park Development Concepts, Costa Mesa, CA
- Open Space Master Plan of Parks and Recreation Update, Costa Mesa, CA

##### CITYWIDE MASTER PLANNING

- Parks and Recreation Master Plan, Jurupa Community Services District
- Parks Recreation Master Plan, Banning, CA
- Parks and Recreation Master Plan Update, Murrieta, CA
- Parks, Trails, Open Space and Recreation Master Plan Update, San Bernardino, CA
- Parks, Recreation, and Open Space Master Plan Update, Santa Clarita, CA
- Recreation Needs Assessment for PCM, Inc., Laguna Woods Village, CA

#### Related Project Experience (continued)

- Parks, Recreation and Open Space Master Plan Update, Chino Hills, CA
- Recreation, Parks, Green Space and Family Services Master Plan, Azusa, CA
- Master Plan of Parks and Recreation, Laguna Hills, CA
- Aliso Viejo Streets & Trails Amenities Master Plan, Aliso Viejo, CA
- Aliso Viejo Community Association Parks and Recreation Master Plan, Aliso Viejo, CA
- Master Plan of Park, Recreation, Trails, and Open Space, Dana Point, CA
- Senior Facilities Study for North Area of Irvine, Irvine, CA
- Green Space/Recreation Element and Recreation & Parks Master Plan, Pasadena, CA
- Parks and Recreation Master Plan, Yucaipa, CA
- Parks and Recreation Master Plan, Sacramento, CA
- Recreation Needs Assessment, West Hollywood, CA
- Parks and Recreation Master Plan, La Quinta, CA
- Parks and Recreation Master Plan, Norwalk, CA

## Project Team

### Zachary Mueting LLA ASLA LEED AP (BD+C)

Project Manager/Landscape Architect  
RJM Design Group, Inc.



**Zachary Mueting** has been with RJM Design Group for 15 years. Zachary is a landscape architect, LEED accredited professional with a strong background in recreation planning and design with an emphasis on sustainability. Starting as a draftsman, Zachary has worked his way up to his current position as project landscape architect. His experience is unique having developed proficiency in all areas of RJM's business capacity as well as park inventory and analysis. Zachary's experience, education, professional accreditation, and publications enables him to fulfill his role the development of the City's facility assessment. Zach will be your day to day contact, assist with budget and schedule control, inventory, focus groups and report preparation.

#### Related Project Experience

- Parks and Recreation Master Plan, Huntington Beach, CA
- Parks and Recreation Master Plan, Goleta, CA
- Jurupa Community Services District Parks and Recreation Master Plan
- San Bernardino Parks, Recreation, Trails, and Open Space f Master Plan Update, San Bernardino, CA
- Santa Clarita Parks, Recreation, Trails, and Open Space Master Plan Update, Santa Clarita, CA
- OC Zoo General Development Plan, OC Parks
- Parks and Recreation Master Plan, Murrieta, CA
- Parks and Recreation Master Plan, Banning, CA
- Chino Hills Parks & Recreation Open Space & Trails Master Plan Update, Chino Hills, CA
- Aliso Viejo Community Association Parks & Recreation Master Plan, Aliso Viejo, CA
- Central Park Family Aquatic Center, Rancho Cucamonga, CA
- Southwest Community Park Master Plan, Rancho Cucamonga, CA
- Ambrose Park Master Plan, Ambrose Parks and Recreation District, Pittsburgh, CA
- Proposition 84 Grant Applications (4 Parks), San Bernardino, CA

#### Registrations/Licenses

- Landscape Architect / CA 5731
- LEED AP Building Design + Construction (BD+C)

#### Education

- Masters Degree/Landscape Architecture/California Polytechnic State University/Pomona, CA
- Bachelor of Science/Information Technology/Colorado Technical University, CO
- Bachelor of Science/Information Systems Management/Colorado Technical University, CO

#### Professional Affiliations

- American Society of Landscape Architects (ASLA)
- California Parks & Recreation Society (CPRS)
- National Recreation and Parks Association (NRPA)

#### Publications

- Consensus vs. Coercion: Authoritative Influences During the Collaborative Workshop Process in Landscape Architecture - California State Polytechnic University, Pomona, 2008

#### Speaking Engagements

- Effective Workshop Techniques, Educational Session at CPRS Conference and Expo 2012

## Project Team

### Timothy A. Gallagher

Programming and O&M Analysis  
RJM Design Group, Inc.



**Timothy A. Gallagher** has considerable expertise in parks and recreation management gleaned from more than thirty-five years of public agency management experience and numerous Board positions with industry associations and interest groups. Tim will spearhead many of the tasks outlined in our scope of work including the review of current practices and policies, operations and maintenance evaluation, identifying best management practices, and developing the new policies for the City.

As a Manager or Department head for Parks and Recreation agencies in Seattle, Washington and Los Angeles County Director of Parks and Recreation, Tim had responsibility for long-range planning, park and facility development, program development and operations, and maintenance of parks and community facilities. This experience includes leadership of the development of Strategic Action Plans for Los Angeles County Department of Parks and Recreation and the City of Seattle Department of Parks and Recreation. Tim's agency experience has also provided him the opportunity to gain familiarity with various funding and financing tools, as well as processing Plans for approval and successful submission of grant requests.

#### Related Project Experience

- Parks and Recreation Master Plan, Huntington Beach, CA
- Parks and Recreation Master Plan, Goleta, CA
- Livermore Maintenance Evaluation, included in Recreation and Parks District, Parks and Recreation Master Plan, Livermore, CA
- Jurupa Community Services District Maintenance Evaluation, included in Parks and Recreation Master Plan
- Jurupa Community Services District, Maintenance and Operations Manual
- Pleasant Hill Park Maintenance Fiscal Evaluation as part of the Strategic Business Plan 2012/2013
- Pleasanton Parks and Recreation Master Plan included Maintenance Evaluation, Pleasanton, CA
- Santa Maria Leisure Needs Assessment and Action Plan Update, included Park Maintenance Evaluation and Sustainability Plan, Santa Maria, CA
- State of Oregon Statewide Comprehensive Outdoor Recreation Plan—Development of chapter on Sustainability in Parks and Recreation
- Strategic Action Plan, Seattle, WA
- Pro Parks and Green Spaces Levies Management, Seattle
- Strategic Action Plan, Los Angeles County, CA
- Hollywood Bowl Renovation, Los Angeles
- San Luis Obispo County Open Space Trails Plan

#### Education

- M.A. Parks & Recreation Administration, CSU Chico
- B.A. Sociology / UC Los Angeles

#### Professional and Civic Positions

- Board Member, California Council of Land Trusts
- Legislative Chair—California Parks & Recreation Society Legislative Committee. 2000-2005
- Instructor, Cal Poly San Luis Obispo

## Project Team

### Pamela Wooldridge

Survey Specialist  
RJM Design Group, Inc.

**Pamela Wooldridge** will assist in the development of the phone survey and will be responsible for summarizing the sports organization survey and preparing the facility demand and needs exhibits.

Pam has prepared community survey research aimed at Parks, Recreation and Open Space Plans or Recreation Needs Assessments for more than fifty public agencies.

#### Related Project Experience

- Parks and Recreation Master Plan, Huntington Beach, CA
- Parks and Recreation Master Plan, Goleta, CA
- Parks and Recreation Master Plan, Jurupa Community Services District (JCSD), Eastvale, CA
- Parks and Recreation Master Plan Update, Banning, CA
- Parks and Recreation Master Plan Update, Murrieta, CA
- Parks, Trails, Open Space and Recreation Master Plan Update, San Bernardino, CA
- Parks, Recreation, and Open Space Master Plan Update, Santa Clarita, CA
- Aliso Viejo Community Association Parks and Recreation Master Plan and Updates, Aliso Viejo, CA
- Recreation Needs Assessment for PCM, Inc., Laguna Woods Village, CA
- Parks, Recreation and Open Space Master Plan Update, Chino Hills, CA
- Recreation, Parks, Green Space and Family Services Master Plan, Azusa, CA
- Master Plan of Parks and Recreation, Laguna Hills, CA
- Master Plan of Park, Recreation, Trails, and Open Space, Dana Point, CA
- Open Space Master Plan of Parks and Recreation Update, Costa Mesa, CA
- Green Space/Recreation Element and Recreation & Parks Master Plan, Pasadena, CA
- Recreation Needs Assessment, San Juan Capistrano, CA
- Parks and Recreation Needs Assessment, Chula Vista, CA

### Christine Coman

Economist  
RJM Design Group, Inc.

**Chris Coman** has participated in numerous feasibility studies for mass spectator and recreation-oriented facilities including stadiums, civic centers, convention/exhibition halls, OHV parks theme parks, visitor centers and other public facilities. These studies involved recreational, cultural, and entertainment events.

Chris has also developed techniques used to determine recreation needs and convert these to facility and land requirements as input to the preparation of local and regional park master plans.

Another of her areas of specialization is evaluation of financing techniques for recreation facilities.

#### Related Project Experience

The following selected relevant experienced represents recent Team efforts **with RJM Design Group, Inc.:**

- Parks and Recreation Master Plan, Huntington Beach, CA
- Parks and Recreation Master Plan, Goleta, CA
- Parks and Recreation Master Plan Update, Murrieta, CA
- Parks, Recreation, and Open Space Master Plan, Dana Point, CA
- Recreation and Parks Master Plan, Pasadena, CA
- Recreation Needs Assessment, San Juan Capistrano, CA
- Parks, Recreation and Open Space Master Plan Update, Chino Hills, CA
- Parks, Recreation and Open Space Master Plan Update, Santa Clarita, CA
- Parks, Recreation, Trails, and Open Space Master Plan Update, San Bernardino, CA
- Recreation Needs Assessment for Laguna Woods Village, PCM, Inc.
- Open Space Master Plan of Parks and Recreation Update, Costa Mesa, CA





City of Costa Mesa • Update of Open Space Master Plan of Parks & Recreation

# Similar Projects



Orange County Fairgrounds, which hosts one of the largest fairs in California



## Similar Projects

### a. Team's Experience on Similar Projects

| PROJECT NAME   | CLIENT NAME                        | ELEMENTS THAT RELATE TO THE COSTA MESA UPDATE OF THE OPEN SPACE MASTER PLAN OF PARKS & RECREATION |                   |              |                        |                      |                                  |                                |                     |                              |               |   |                     |
|--|------------------------------------|---|-------------------|--------------|------------------------|----------------------|----------------------------------|--------------------------------|---------------------|------------------------------|---------------|---|---------------------|
|  |                                    | Parks and Facility Inventory  | Program Inventory | Focus Groups | Stakeholder Interviews | Maintenance Analysis | Statistically Valid Phone Survey | Demand & Needs Analysis (DNA©) | Community Workshops | Cost Estimates and Financing | Concept Plans | Public Presentations (Commission/Council) | Adopted Master Plan |
| Parks and Recreation Master Plan**                                 | City of Pleasanton                 | X   | X                 | X            |                        | X                    | X                                | X                              | X                   | X                            |               | X   | X                   |
| Parks and Recreation Master Plan**                                 | Jurupa Community Services District | X   | X                 | X            |                        | X                    | X                                | X                              | X                   | X                            | X             | X   | X                   |
| Parks and Recreation Master Plan Update*                           | City of Murrieta                   | X   | X                 |              |                        |                      | X                                | X                              | X                   | X                            |               | X   | X                   |
| Parks, Trails, Open Space and Recreation Master Plan Update*       | City of San Bernardino             | X   | X                 | X            | X                      | X                    | X                                | X                              | X                   | X                            | X             | X   | X                   |
| Parks, Recreation, and Open Space Master Plan Update*              | City of Santa Clarita              | X   | X                 |              |                        | X                    | X                                | X                              | X                   | X                            |               | X   | X                   |
| Parks, Recreation and Open Space Master Plan Update*               | City of Chino Hills                | X   | X                 | X            | X                      | X                    | X                                | X                              | X                   | X                            | X             | X   | X                   |
| Green Space/Recreation Element and Recreation & Parks Master Plan* | City of Pasadena                   | X   | X                 | X            | X                      |                      | X                                | X                              | X                   | X                            | X             | X   | X                   |
| Master Plan of Park, Recreation, Trails, and Open Space*           | City of Dana Point                 | X   | X                 |              |                        |                      | X                                | X                              | X                   | X                            | X             | X   | X                   |
| Open Space Master Plan of Parks and Recreation Update*             | City of Costa Mesa                 | X   | X                 |              | X                      |                      | X                                | X                              | X                   | X                            | X             | X   | X                   |

\*PROJECTS with RJM DESIGN GROUP'S TEAM:

Robert J. Mueting - Principal, Zachary Mueting - Project Mgr, Pam Wooldridge - Survey, and Chris Coman - Economist

\*\*Projects with above Team plus Tim Gallagher - Programming/O&M/Funding

COPIES OF ALL REPORTS AVAILABLE UPON REQUEST.  
FLASH DRIVE WITH PDF FILES CAN BE DELIVERED AT CITY'S REQUEST.

## Similar Projects

### b. Project Experience and References



## Parks and Recreation Master Plan Huntington Beach, CA

**Year Delivered**  
 2015 (Anticipated)

**Project Principal**  
 Robert Mueing

**Client Reference**  
 Janeen Laudenback  
 Director of Community Services  
 (714) 536-5495  
 jlaudenback@surfcity-hb.org

### Project Summary

Nicknamed “Surf City” for its beautiful wide beaches and consistently breaking surf, The City of Huntington Beach has a large and well-established park system with over seventy five parks and numerous community recreation buildings. The City contracted RJM Design Group to update its existing Parks and Recreation Master Plan. The first phase of the project included a background review of the demographics and community trends and their impact on the park system. The second phase involved a detailed inventory of the facilities and programs currently provided in the City, as well as a gap analysis of the existing facilities to determine locations where recreational opportunities are needed. The third phase included a thorough public involvement process including executive interviews, sports organization questionnaire, telephone survey, and public workshops. The fourth phase looked at the demand and needs for facilities based on the inventory of existing facilities and the data derived from the prior phases. Recommendations will include an opportunities feasibility analysis, acquisition plan, cost estimates, capital improvement plan, and sustainable practices/maintenance and operations management plan.

## Similar Projects



## Recreation Needs Assessment

Goleta, CA

**Year Delivered**  
 2015 (Anticipated)

**Project Principal**  
 Robert Mueing

**Client Reference**  
 Vyto Adomaitis  
 Neighborhood Services &  
 Public Safety Director  
 130 Cremona Drive, Suite B  
 Goleta, CA 93117  
 (805) 961-7555  
 vadomaitis@cityofgoleta.org

### Project Summary

The City of Goleta is a recently incorporated City (2002) in Santa Barbara County with over 20 park facilities. The City contracted RJM Design Group to prepare a Recreation Needs Assessment in order to carefully guide the development of parks and recreation facilities for the City. The Recreation Needs Assessment includes an inventory of existing recreation facilities and a review of the current and project demographics of the community. Community Outreach tasks provided for a clear understanding of the needs of the community, and included Stakeholder Interviews, a Telephone Survey, Community Workshops and an Online Survey. This data will be used to develop the Needs Analysis and specific recommendations to direct the future of parks and recreation in the City of Goleta.

## Similar Projects



## Parks and Recreation Master Plan

Jurupa Community Services District (JCSD); Eastvale, CA

Project Principal  
 Robert Mueting

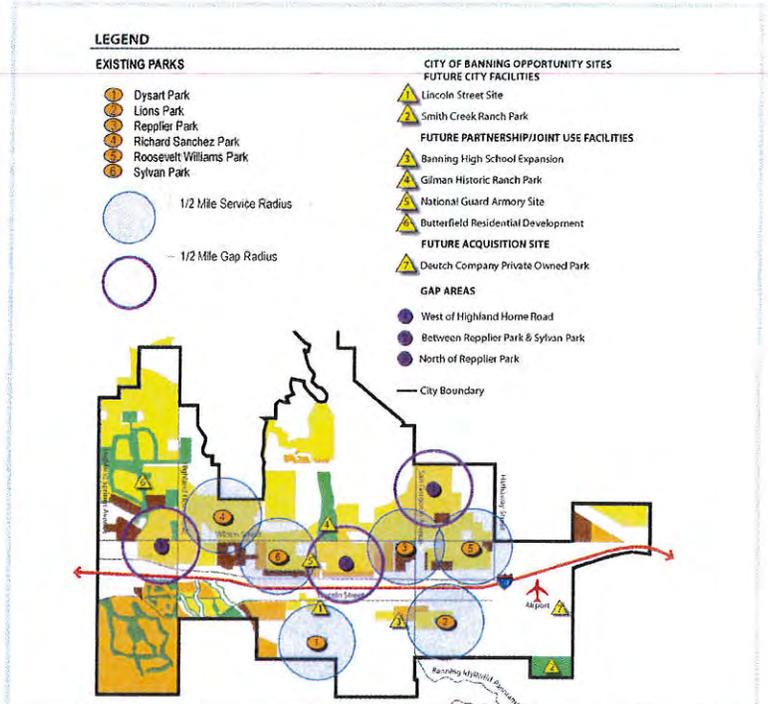
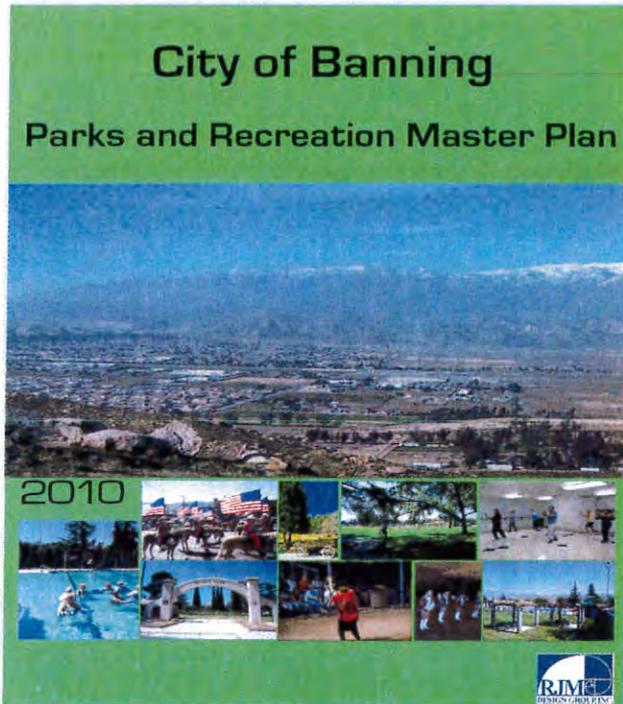
Client Reference  
 Richard Welch  
 Director of Parks and  
 Community Affairs  
 Jurupa Community  
 Services District  
 11201 Harrel Street  
 Jurupa Valley, CA 91752  
 (951) 727-3516

### Project Summary

In 2012, RJM Design Group completed a Parks and Recreation Master Plan for the Jurupa Community Services District (JCSD) Parks and Recreation Department, which provides services in northwestern Riverside County within the boundary of the City of Eastvale. The Master Plan serves as a guide and implementation tool for the management and development of parks and recreational facilities and programs and is part of the defined strategy of the JCSD Parks and Recreation Department to achieve its objective of providing high quality parks, facilities and recreation programs which meet the needs of the community through a process that engages, community leaders and civic organizations.

RJM utilized methods of community involvement including a telephone survey, stakeholder interviews, community workshops, and workshop attendee questionnaires, which provided an understanding of community issues, recreational facility and program usage patterns, and community needs for parks and recreation facilities and programs. RJM provided recommendations for programs and facilities, facility costs, and opportunities for potential funding sources.

## Similar Projects



## Parks and Recreation Master Plan

Banning, CA

**Project Principal**  
 Robert Mueting

**Client Reference**

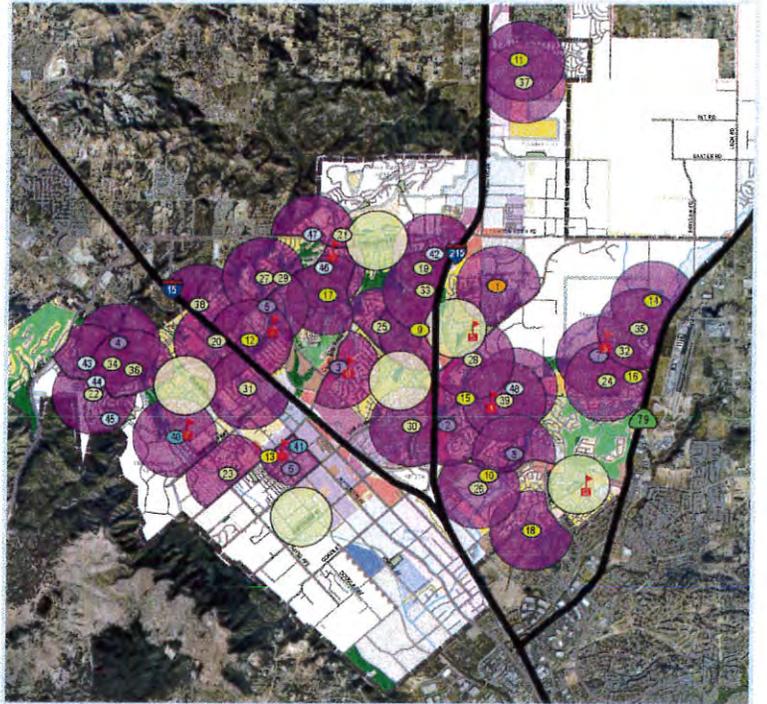
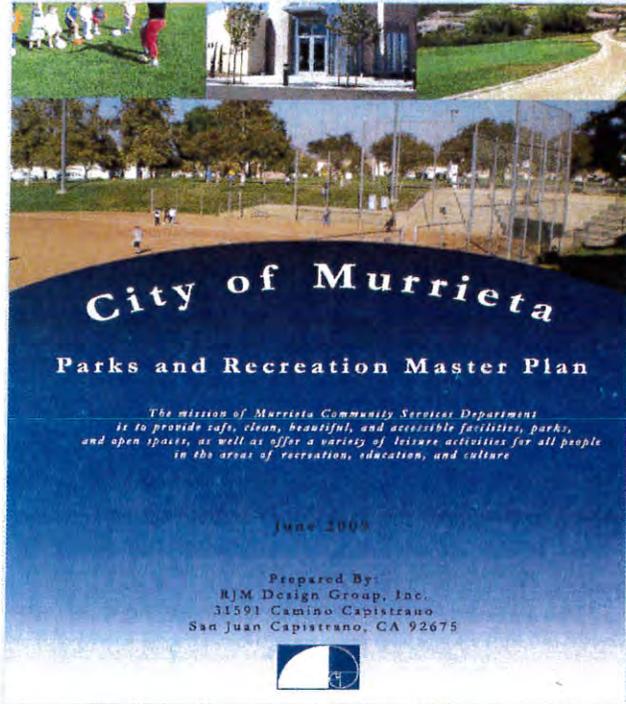
Heidi Meraz  
 Director of Community Services  
 789 N. San Geronio Ave  
 Banning, CA 92220  
 (951) 922-3242  
 hmeraz@ci.banning.ca.us

### Project Summary

Banning has a diverse population. A large portion of the population (25%) is over 65 years of age, compared to 11% in the County of Riverside. There are over 10 private, gated, age-restricted communities; the largest is Sun Lakes Country Club which provides many recreational opportunities for those living inside the gate. The distinct demographics and recreation trends set the baseline for the Master Plan needs assessment.

The recreation needs assessment for Banning included a statistically valid phone survey of 200 residents, focus group, interviews, and sports organization questionnaire. A community wide workshop was conducted to prioritize the identified parks and recreation needs in the City. A demand and needs analyses was also included which provides quantifiable facility needs for the current population, as well as future needs based on changing trends and demographics. The key issues identified through the Master Plan process were 1) new park development to satisfy parkland acreage goals and identified recreation needs in the community; 2) develop a multi-use trail system for bikes, horses and hikers; and 3) evaluate the Department's budget and structure to maximize quality service, programs, and facilities. Specific facility and program recommendations are identified with an implementation plan including cost estimates for new facilities.

## Similar Projects



## Parks and Recreation Master Plan Update

Murrieta, CA

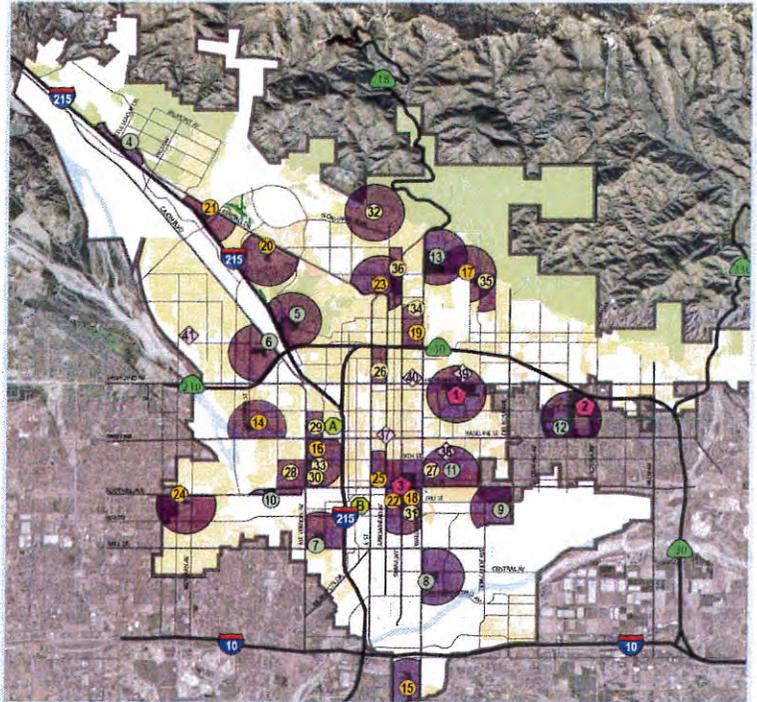
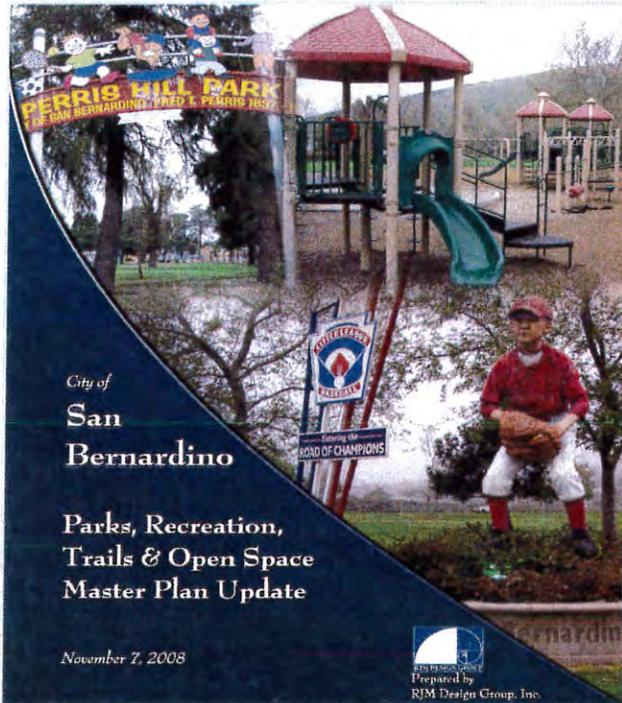
**Project Principal**  
 Robert Mueting

**Client Reference**  
 Lea Kolek  
 City of Murrieta  
 26442 Beckman Court  
 Murrieta, CA 92565  
 (951) 461-6116  
 LKolek@murrieta.org

### Project Summary

The updated Master Plan set the framework for decision makers in the planning and rehabilitation of the City's parks and recreation facilities as well as a planning tool that established park and facility standards for the next ten years. Furthermore, the updated Master Plan provided a systematic and prioritized approach to the implementation of needed parks and facilities. The finished update included three main components: (1) a needs assessment and gap analysis, (2) recommended modifications to parks and facilities to meet current and future needs, and (3) a financial implementation plan. The main challenge for Murrieta in the coming years will be expanding its physical facilities to meet currently underserved recreation needs of its 28,000 residents. The community has expressed a need for additional facilities such as tennis courts, BMX, equestrian amenities, sports fields, and aquatics. Meeting these needs will be a challenge due to the current depressed economy and the corresponding decrease in developer funding to provide for these facilities. This updated Master Plan recommended innovative strategies to provide for the recreation needs expressed by the community. Just as important, the plan offered recommendations on trail connectivity and park enhancements, which are highly valued by Murrieta residents.

## Similar Projects



## Parks, Recreation, Trails and Open Space Master Plan

San Bernardino, CA

Project Principal  
 Robert Mueting

Client Reference  
 Kevin Hawkins  
 currently serving as  
 Director of Community  
 Services

City of Temecula  
 41000 Main Street  
 Temecula, CA 92590  
 (951) 694-6480  
 kevin.hawkins@cityoftemecula.org

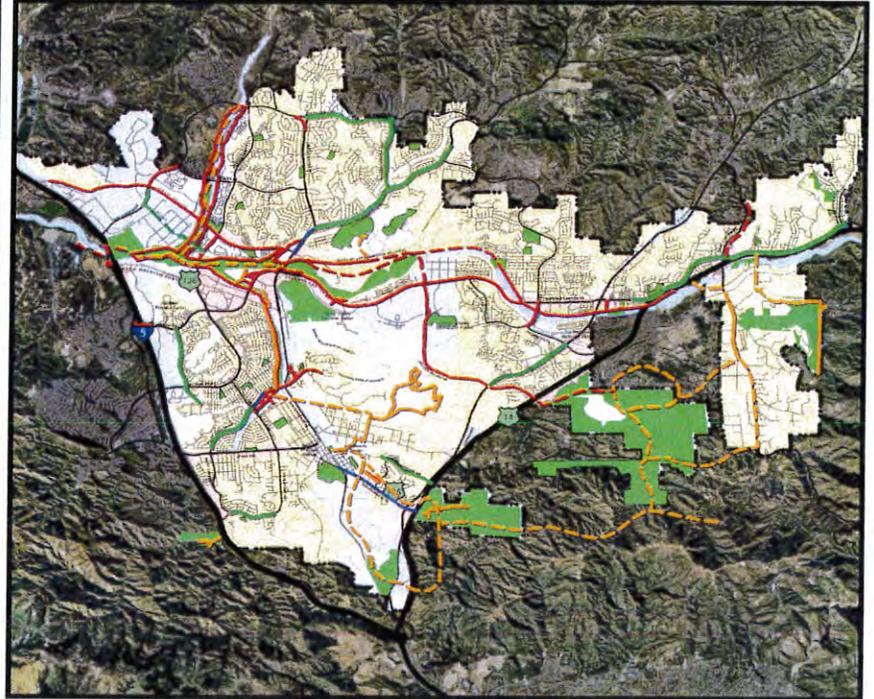
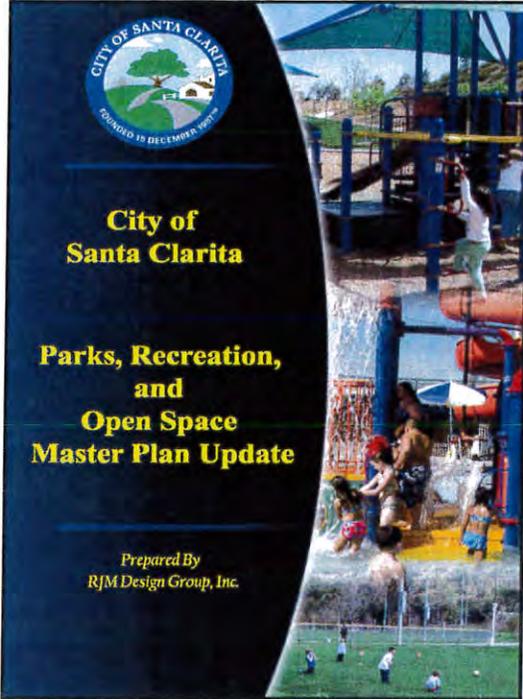
### Project Summary

The development of the Master Plan was built upon community input. Hundreds of residents of all ages participated in the planning process. This included community workshops, a staff focus group, stakeholder interviews, workshop surveys, sports organization surveys, and a community wide telephone survey. Additionally, community data from the 2005 General Plan was also utilized.

Key issues identified through the needs assessment process included parks maintenance, safety and crime, lack of funding for the Department, need for a trail system, increased park acreage, and the need for more community centers, swimming pool, baseball fields, soccer fields, and indoor basketball courts.

A detailed Strategic Plan was also prepared in conjunction with the Master Plan Update. The Strategic Plan analyzed the current maintenance and operations for the parks and recreation facilities, and included a comparison of other cities budgets. Funding sources and opportunities were outlined for the improvements identified in the Master Plan.

## Similar Projects



## Parks, Recreation, Trails and Open Space Master Plan Update

Santa Clarita, CA

**Project Principal**  
Robert Muetting

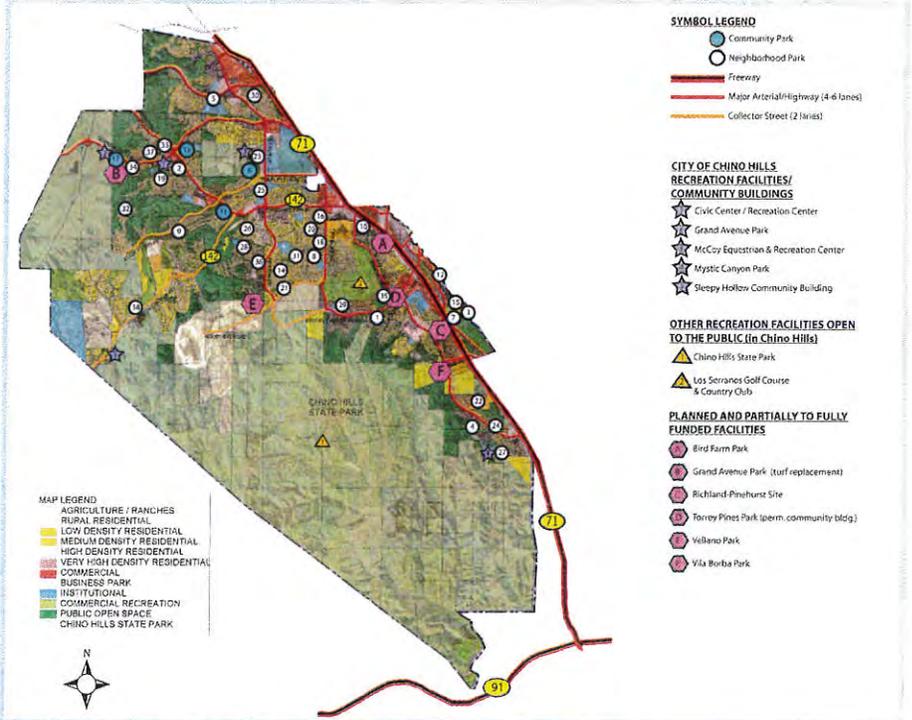
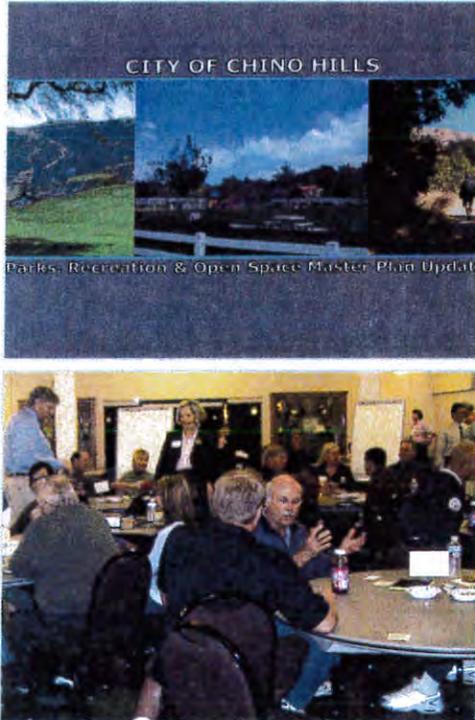
**Client Reference**  
Rick Gould  
Director of Parks,  
Recreation and  
Community Services  
City of Santa Clarita  
23920 Valencia Blvd.  
Santa Clarita, CA 91355  
(661) 255-4978  
rgould@santa-clarita.com

### Project Summary

The Parks, Recreation & Open Space Master Plan Update for the City of Santa Clarita identified the recreational needs in the City based on information gathered from an active and broad-based public involvement program that included a community-wide telephone survey, sports organization questionnaires, public workshops, focus groups, interviews, as well as related documents and information provided by the City of Santa Clarita and the region. An evaluation of the current neighborhood park service areas and a city-wide park acreage analysis helped to identify service area gaps and parkland acreage deficiencies within the community. The Master Plan also included an evaluation and recommendations pertaining to the maintenance and operations of the City's recreation facilities, trails, and open space.

This Master Plan serves as a guide for the development and management of parks and recreation, open space, public services and facilities in the City of Santa Clarita. In addition, the compilation of research, data, evaluation and recommendations for the Parks, Recreation and Open Space Master Plan Update will be an invaluable resource for the future preparation of the Regional General Plan "One Valley, One Vision" - a collaborative effort between the City of Santa Clarita and the County of Los Angeles.

## Similar Projects



## Parks, Recreation, Trails and Open Space Master Plan

Chino Hills, CA

Project Principal  
 Robert Muefing

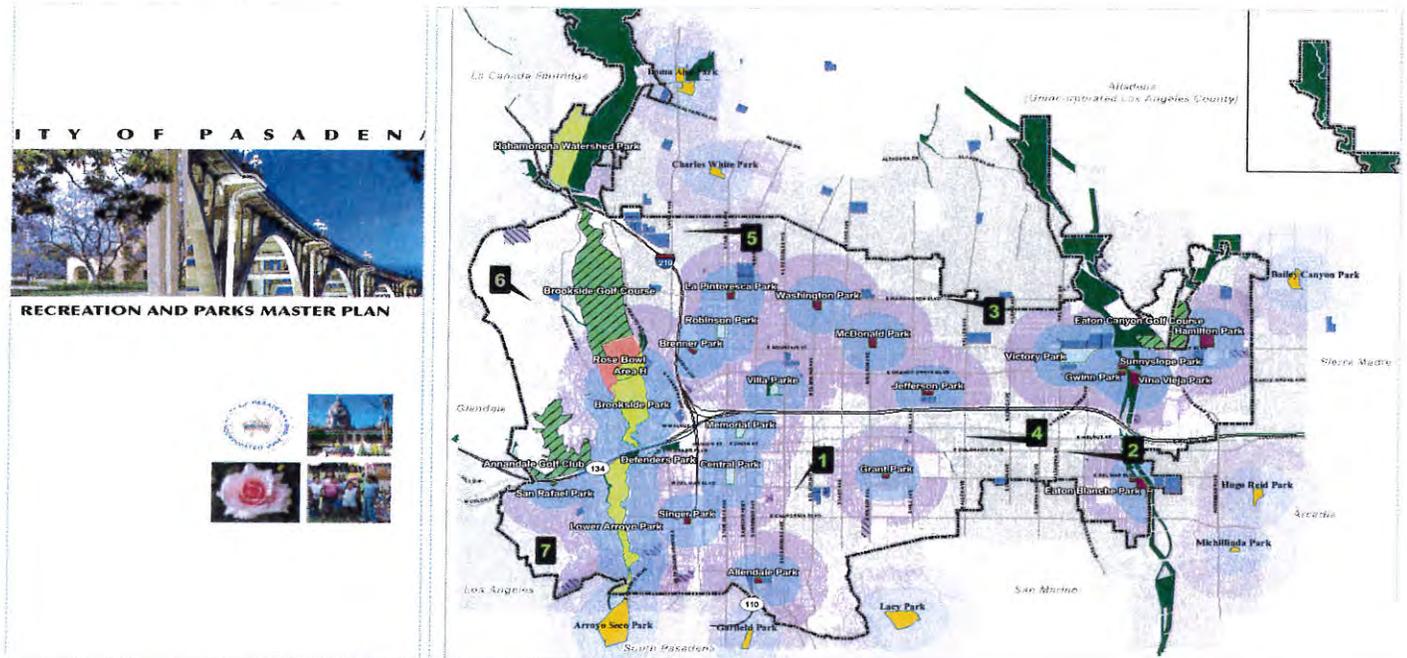
Client Reference  
 Jonathan Marshall  
 Recreation Manager  
 City of Chino Hills  
 2001 Grand Avenue  
 Chino Hills, CA 91709-4869  
 (909) 364-2711  
 jmarshall@chinohills.org

### Project Summary

Chino Hills is a unique city recognized for its open space, diverse housing options, neighborhood orientation, and rural character. The City's General Plan, first adopted in 1994, established a vision for the City that is well on its way to fulfillment. In 1994 RJM Design Group prepared the City's first Parks, Recreation and Open Space Master Plan and was hired to update the master plan as the City has experienced rapid growth and development over the last decade.

The Master Plan process included a public outreach program that facilitated the development of a collaborative vision and mission for the City based on resident involvement. The community wide needs assessment determined that the greatest facility and program needs in the City include; an aquatic facility and programming, indoor basketball courts and a gymnasium, senior programming, and a community center that includes a senior component. Concept plans for existing park improvements as well as 19 new sites for recreation opportunities were produced and included in the Master Plan. Analysis and recommendations were provided to determine funding sources that could be accessed to support these recommended park system improvements. Linkages to other regional providers of services and facilities were examined and included in the assessment of needs and opportunities.

## Similar Projects



## Recreation and Parks Master Plan, Green Space/Recreation Element of General Plan

Pasadena, CA

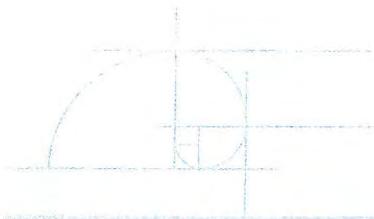
**Project Manager**  
 Robert Muefing

**Client Reference**  
 Jason Kruckeberg  
 Assistant City Manager/  
 Development Services  
 Director  
 currently at the City of  
 Arcadia  
 City of Arcadia  
 Planning Department  
 (626) 574-5414

### Project Summary

As the City nears its build out population, Pasadena faces a number of challenges in the provision of open spaces and facilities. The City has a variety of parks and open spaces that serve a huge range of activities and user groups, including not only Pasadena residents but regional user groups as well. As community demand for recreation types changes over time, facilities attempt to keep pace with this demand. Partially in response to changes in community demand, Pasadena has evolved with a rich and varied range of private institutions, public and private schools, and non-profit organizations that offer recreation facilities and programs to residents of the area. In recent years, the City has experienced new challenges stemming from substantial new growth in the Central District and an influx of housing stock much different than historical suburban development. In addition, the Northwest region of the City is increasingly dense, with a high concentration of children, and access to parks and green spaces is a key issue in this area. For all of these reasons, the City of Pasadena must look to creative means to provide open spaces and recreational programs and facilities to its evolving population.





City of Costa Mesa • Update of Open Space Master Plan of Parks & Recreation

# Project Schedule



RJM Completed Costa Mesa's 2002 Master Plan Report





# Project Schedule

## a. Proposed Schedule & Summary of Deliverables

| Project Summary & Schedule (10-12 Months) |     |  |   |
|---|-----|--|---|
| Phase                                     |     | Meetings   | Deliverables  |
| Kick-Off                                  | 1d  | <ul style="list-style-type: none"> <li>➤ Kick Off Meeting with City project manager</li> </ul>   | <ul style="list-style-type: none"> <li>➤ Preliminary scoping budget</li> </ul>  |
| Background Research / Existing Conditions | 12w | <ul style="list-style-type: none"> <li>➤ Meeting with City to review current park conditions, maintenance practices, recreation programming and City standards and policies</li> <li>➤ City wide tour of parks and facilities with City staff (1/2 day)</li> <li>➤ Interviews with City O &amp; M Staff</li> </ul> | <ul style="list-style-type: none"> <li>➤ Database of Existing Resources</li> <li>➤ Demographic Profile</li> <li>➤ Parks and Recreation Facility Inventory Matrix</li> <li>➤ Findings on Operation and Maintenance Practices</li> <li>➤ Findings on current park conditions</li> <li>➤ Inventory of programs and services offered</li> <li>➤ Service area gap map exhibit</li> </ul>                   |
| Community Outreach                        | 8w  | <ul style="list-style-type: none"> <li>➤ Stakeholder Interviews (1 day)</li> <li>➤ Community Workshops (3)</li> </ul>  | <ul style="list-style-type: none"> <li>➤ Stakeholder Interview Summary</li> <li>➤ Sports Organization Questionnaire Summary</li> <li>➤ Telephone Survey Summary</li> <li>➤ Workshop Agenda and Summaries</li> </ul>   |
| Needs Analysis                            | 16w | <ul style="list-style-type: none"> <li>➤ Meeting with City to review facility needs, community priorities, and public consensus - as well as short-mid- and long-term opportunities</li> </ul>   | <ul style="list-style-type: none"> <li>➤ Issues, Trends and Implications Report</li> <li>➤ Facility Demand and Needs Exhibits</li> <li>➤ Comparison of Facility Needs Ratios</li> <li>➤ Operational Assessment</li> <li>➤ Maintenance and Operations Analysis/Summary of Key Findings</li> <li>➤ Cost Estimates for Recommended Improvements</li> <li>➤ Funding Sources Summary and Report</li> </ul> |
| Document and Presentations                | 8w  | <ul style="list-style-type: none"> <li>➤ Meeting with City to review and discuss refinements to Screen Draft Report</li> <li>➤ Meeting/Presentation to Parks and Recreation Commission and City Council</li> </ul>   | <ul style="list-style-type: none"> <li>➤ Screen Draft Report</li> <li>➤ Final Master Plan Report</li> <li>➤ Report Summary Presentation</li> </ul>  |

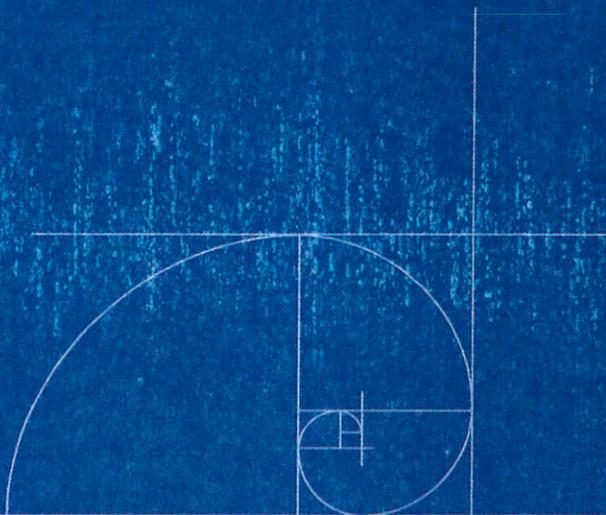
6A



*Knowledge inspires us to create spaces in natural harmony with our environment.*

Upon analyzing the sequence of numbers 1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233, the 13th-century Italian mathematician Fibonacci realized that each number was the sum of the two preceding numbers. Divide a Fibonacci number after the 14th number in the sequence by the next highest number, and the quotient is .618034 times as large as the number that follows. This natural equation is used in art and architecture and is the basis for the shape of playing cards, The Parthenon, sunflowers, nautilus shells, and the great spiral galaxies of outer space. The Greeks called it "The Divine Proportion".

### *Community Inspired Spaces*



RJM Design Group, Inc.  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
rjm@rjmdesigngroup.com  
www.RJMdesigngroup.com  
[949] 493-2690 *fax*  
[949] 493-2600 *phone*

.618034

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233

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



Community Inspired Spaces



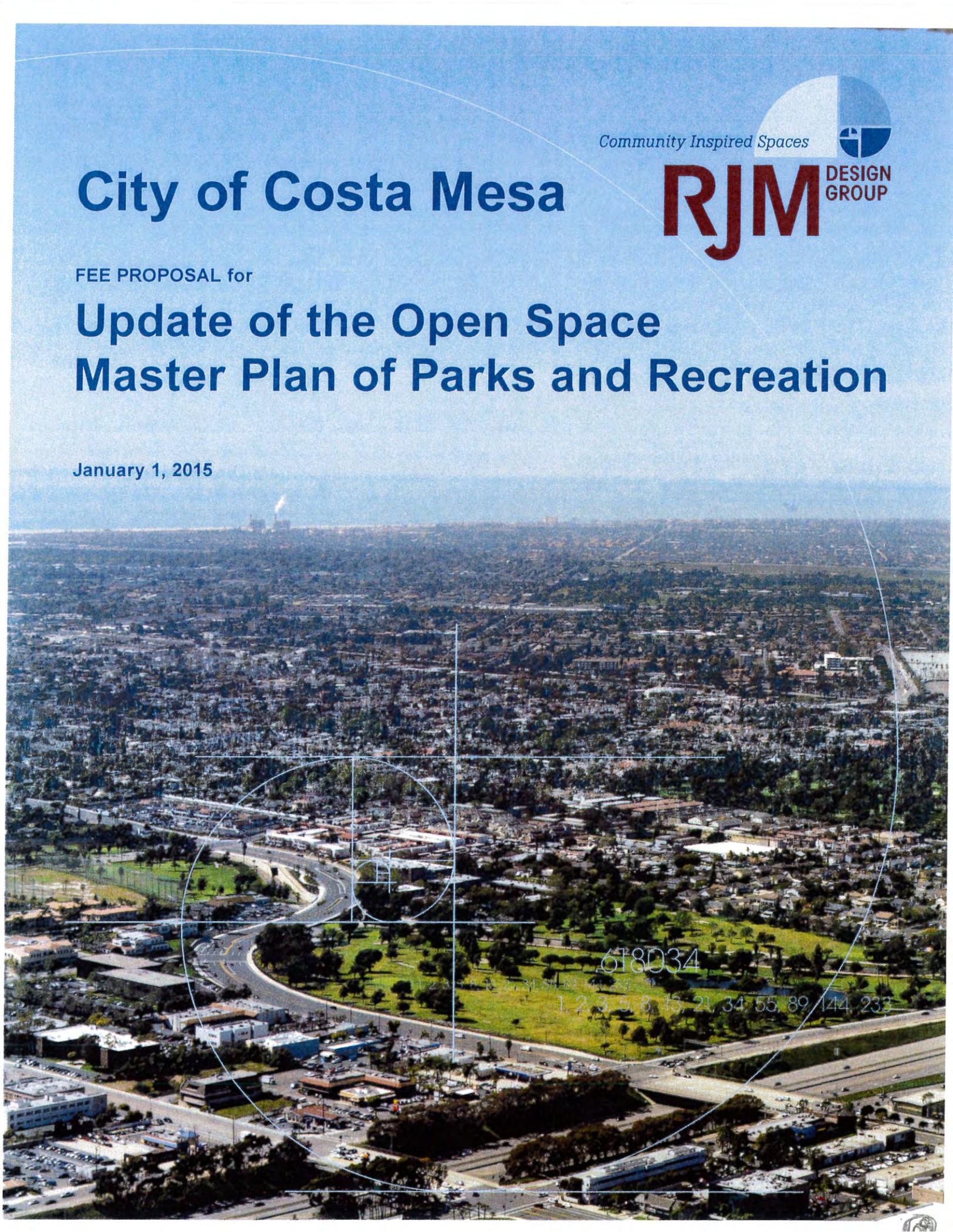
**RJM** DESIGN GROUP

# City of Costa Mesa

FEE PROPOSAL for

# Update of the Open Space Master Plan of Parks and Recreation

January 1, 2015



618034

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233



## Fee Proposal

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
[949] 493-2690 *fax*  
[949] 493-2600 *phone*

January 1, 2015

Mr. Baltazar Mejia, P.E.  
City of Costa Mesa  
Public Services / Engineering  
77 Fair Drive, P.O. Box 1200  
Costa Mesa, CA 92628-1200

**RE: Fee Proposal for Professional Services to prepare the Update of Open Space Master Plan of Parks and Recreation for the City of Costa Mesa**

Dear Bart:

We wish to express our appreciation for this opportunity to provide a scope and fee that will meet the City's needs. Please find the following fee proposal for professional planning services to prepare the Update of the Open Space Master Plan of Parks and Recreation, based upon our proposal dated November 6, 2014 (under separate cover) shall be a fixed fee of \$151,270.00, plus estimated reimbursable allowance of \$10,000.00.

We are excited to work with the City of Costa Mesa, and have prepared our fee in order to accommodate the City's needs. Should you have any questions regarding our fee proposal, please do not hesitate to call. Thank you.

Sincerely,  
RJM Design Group, Inc.

Robert Muetting, Principal  
Email: [rjm@rjmdesigngroup.com](mailto:rjm@rjmdesigngroup.com)

69



# Fee Proposal

## **FEE SCHEDULE**

It is the objective of our Team to provide the most comprehensive, yet efficient, approach to the development of Costa Mesa’s Update of the Open Space Master Plan of Parks and Recreation. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the outlined scope of services are as follows:

|                   |  |                     |
|-------------------|--|---------------------|
| Phase I           | Background Research/Existing Conditions: | \$ 27,680.00        |
| Phase II          | Community Outreach                       | \$ 51,070.00        |
| Phase III         | Needs Analysis                           | \$ 36,880.00        |
| Phase IV          | Documentation and Presentations          | <u>\$ 35,640.00</u> |
| <b>Total Fee:</b> |  | <b>\$151,270.00</b> |

## **REIMBURSABLE EXPENSES** (Estimated Allowance \$10,000.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- City business license
- Soils testing

## **PAYMENTS**

Payments are due and payable on a monthly basis following the completion of any substantial phase of work.

Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

## **ADDITIONAL SERVICES**

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client’s request, reimbursable at consultant’s standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client’s direction and/or subsequent to Client’s approval, or changes in governmental regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.



## Fee Proposal

### CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates below:

#### RJM DESIGN GROUP, INC.

|                                  |                        |
|----------------------------------|------------------------|
| Principal Landscape Architect    | \$145 - \$165 per hour |
| Senior Associate                 | \$130 - \$145 per hour |
| Associate Landscape Architect    | \$130 - \$140 per hour |
| Landscape Architect              | \$115 - \$125 per hour |
| Job Captain / Landscape Designer | \$100 - \$110 per hour |
| CADD Technician                  | \$ 85 - \$ 95 per hour |
| Draftsperson                     | \$ 70 - \$ 80 per hour |
| Word Processor                   | \$ 55 - \$ 65 per hour |

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2015. Provisions for fee escalation pertain to all contract extensions and additional work.

# Fee Proposal



NOTE: The following amounts are hourly estimates only. This project will be billed as a percentage complete of the fixed fee for each project phase based upon actual hours worked.

| Phase / Tasks Description                                  | RJM Design Group   |                   |                    |                   |                   |
|--|--------------------|-------------------|--------------------|-------------------|-------------------|
|  | Principal          | Project Manager   | Senior Associate   | Senior Associate  | Word Processor    |
| <b>Phase I - Background Research / Existing Conditions</b> | \$ 165             | \$ 140            | \$ 145             | \$ 130            | \$ 65             |
| Task 1 - Work Plan   | 8                  | 8                 |                    |                   | 8                 |
| Task 2 - Review of Existing Documents                      | 8                  | 8                 | 10                 | 10                | 8                 |
| Task 3 - Demographics                                      | 2                  | 2                 |                    | 15                |                   |
| Task 4 - Park and Recreation Facilities Inventory          | 2                  | 24                | 32                 |                   | 16                |
| Task 5 - Recreation Program Inventory                      | 2                  | 4                 | 30                 |                   | 4                 |
| Task 6 - Park and Facility Gap Analysis                    | 2                  | 8                 |                    |                   | 2                 |
| <b>PHASE I HOURS:</b>                                      | <b>24</b>          | <b>54</b>         | <b>72</b>          | <b>25</b>         | <b>38</b>         |
| <b>PHASE I SUBTOTAL:</b>                                   | <b>\$3,960.00</b>  | <b>\$7,560.00</b> | <b>\$10,440.00</b> | <b>\$3,250.00</b> | <b>\$2,470.00</b> |
| <b>PHASE I TOTAL:</b>                                      | <b>\$27,680.00</b> |                   |                    |                   |                   |

| <b>Phase II - Community Outreach</b>       |                    |                    |                   |                    |                   |
|--|--------------------|--------------------|-------------------|--------------------|-------------------|
| Task 1 - Executive Interviews              | 2                  | 24                 | 20                |                    | 12                |
| Task 2 - Sports Organization Questionnaire | 2                  | 6                  |                   | 27                 |                   |
| Task 3 - Community Wide Telephone Survey   | 3                  | 6                  |                   | 227                | 8                 |
| Task 4 - Public Workshops (3 Total)        | 3                  | 40                 |                   |                    | 24                |
| <b>PHASE II HOURS:</b>                     | <b>10</b>          | <b>76</b>          | <b>20</b>         | <b>254</b>         | <b>44</b>         |
| <b>PHASE II SUBTOTAL:</b>                  | <b>\$1,650.00</b>  | <b>\$10,640.00</b> | <b>\$2,900.00</b> | <b>\$33,020.00</b> | <b>\$2,860.00</b> |
| <b>PHASE II TOTAL:</b>                     | <b>\$51,070.00</b> |                    |                   |                    |                   |

| <b>Phase III - Needs Analysis</b>                               |                    |                   |                    |                    |                   |
|---|--------------------|-------------------|--------------------|--------------------|-------------------|
| Task 1 - Community Issues and Recreation Trends Analysis        | 4                  | 8                 | 8                  |                    | 8                 |
| Task 2 - Demand and Needs Assessment                            | 4                  | 8                 |                    | 55                 | 8                 |
| Task 3 - Benchmarking/Analysis of Levels of Service             | 2                  | 4                 |                    | 40                 | 2                 |
| Task 4 - Identification of Core Services and Pricing Strategies | 2                  | 4                 | 8                  |                    | 2                 |
| Task 5 - Maintenance and Operations Analysis                    | 2                  | 4                 | 16                 |                    | 2                 |
| Task 6 - Opportunities Feasibility Analysis                     |                    | 4                 |                    |                    | 2                 |
| Task 7 - Cost Estimates   | 2                  | 6                 |                    |                    | 2                 |
| Task 8 - Capital Improvement Plan                               | 4                  | 4                 | 20                 |                    | 2                 |
| Task 9 - Financial Strategies and Plan                          | 4                  | 4                 | 32                 |                    | 2                 |
| <b>PHASE III HOURS:</b>   | <b>24</b>          | <b>46</b>         | <b>84</b>          | <b>95</b>          | <b>30</b>         |
| <b>PHASE III SUBTOTAL:</b>                                      | <b>\$3,960.00</b>  | <b>\$6,440.00</b> | <b>\$12,180.00</b> | <b>\$12,350.00</b> | <b>\$1,950.00</b> |
| <b>PHASE III TOTAL:</b>   | <b>\$36,880.00</b> |                   |                    |                    |                   |

| <b>Phase IV - Documentation and Presentations</b> |                    |                    |                   |                   |                   |
|---|--------------------|--------------------|-------------------|-------------------|-------------------|
| Task 1 - Screen Draft                             | 24                 | 62                 | 32                | 26                | 32                |
| Task 2 - Final Document and Presentation          | 24                 | 24                 | 8                 | 18                | 32                |
| <b>PHASE IV HOURS:</b>                            | <b>48</b>          | <b>86</b>          | <b>40</b>         | <b>44</b>         | <b>64</b>         |
| <b>PHASE IV SUBTOTAL:</b>                         | <b>\$7,920.00</b>  | <b>\$12,040.00</b> | <b>\$5,800.00</b> | <b>\$5,720.00</b> | <b>\$4,160.00</b> |
| <b>PHASE IV TOTAL:</b>                            | <b>\$35,640.00</b> |                    |                   |                   |                   |

Base Fee Total \$ 151,270  
 Reimbursable \$ 10,000  
 Grand Total \$ 161,270

**EXHIBIT D**  
**PROJECT SCHEDULE**



City of Costa Mesa • Update of Open Space Master Plan of Parks & Recreation

# Project Schedule



RJM Completed Costa Mesa's 2002 Master Plan Report

# Project Schedule

## a. Proposed Schedule & Summary of Deliverables

| Project Summary & Schedule (10-12 Months) |     |  |   |
|---|-----|--|---|
| Phase                                     |     | Meetings   | Deliverables  |
| Kick-Off                                  | 1d  | <ul style="list-style-type: none"> <li>Kick Off Meeting with City project manager</li> </ul>   | <ul style="list-style-type: none"> <li>Preliminary scoping budget</li> </ul>  |
| Background Research / Existing Conditions | 12w | <ul style="list-style-type: none"> <li>Meeting with City to review current park conditions, maintenance practices, recreation programming and City standards and policies</li> <li>City wide tour of parks and facilities with City staff (1/2 day)</li> <li>Interviews with City O&amp;M Staff</li> </ul> | <ul style="list-style-type: none"> <li>Database of Existing Resources</li> <li>Demographic Profile</li> <li>Parks and Recreation Facility Inventory Matrix</li> <li>Findings on Operation and Maintenance Practices</li> <li>Findings on current park conditions</li> <li>Inventory of programs and services offered</li> <li>Service area gap map exhibit</li> </ul>                   |
| Community Outreach                        | 8w  | <ul style="list-style-type: none"> <li>Stakeholder Interviews (1 day)</li> <li>Community Workshops (3)</li> </ul>  | <ul style="list-style-type: none"> <li>Stakeholder Interview Summary</li> <li>Sports Organization Questionnaire Summary</li> <li>Telephone Survey Summary</li> <li>Workshop Agenda and Summaries</li> </ul>   |
| Needs Analysis                            | 16w | <ul style="list-style-type: none"> <li>Meeting with City to review facility needs, community priorities, and public consensus - as well as short-mid- and long-term opportunities</li> </ul>   | <ul style="list-style-type: none"> <li>Issues, Trends and Implications Report</li> <li>Facility Demand and Needs Exhibits</li> <li>Comparison of Facility Needs Ratios</li> <li>Operational Assessment</li> <li>Maintenance and Operations Analysis/Summary of Key Findings</li> <li>Cost Estimates for Recommended Improvements</li> <li>Funding Sources Summary and Report</li> </ul> |
| Document and Presentations                | 8w  | <ul style="list-style-type: none"> <li>Meeting with City to review and discuss refinements to Screen Draft Report</li> <li>Meeting/Presentation to Parks and Recreation Commission and City Council</li> </ul>   | <ul style="list-style-type: none"> <li>Screen Draft Report</li> <li>Final Master Plan Report</li> <li>Report Summary Presentation</li> </ul>  |

**EXHIBIT F**  
**CITY COUNCIL POLICY 100-5**



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

**BACKGROUND**

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

**PURPOSE**

It is the purpose of this Policy to:

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

**POLICY**

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

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

| SUBJECT             | POLICY NUMBER | EFFECTIVE DATE | PAGE   |
|---------------------|---------------|----------------|--------|
| DRUG-FREE WORKPLACE | 100-5         | 8-8-89         | 2 of 3 |

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



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

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