

AGREEMENT WITH MIG, INC. TO PROVIDE FULL CONCEPT DESIGN FOR THE CITY OF SANTA ANA DOG PARK

THIS AGREEMENT is made and entered into on this 6th day of December 2022 by and between, MIG, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 22, 2022 the City of Santa Ana Public Works Agency issued a Request for Proposal No. 22-129, by which it sought a qualified Consultant having special skill and knowledge in the field of engineering, landscape architectural, administration services to develop and provide construction management support for the City of Santa Ana Dog Park.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. 22-129 and that is attached as **Exhibit A** and incorporated herein by this reference, and as further delineated in Contractor’s proposal, which is attached as **Exhibit B** and incorporated herein by this reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C** attached hereto and incorporated herein by this reference. The total amount to be expended during the term of this Agreement shall not exceed \$800,000 during the term of this Agreement, including any extension periods exercised under Section 3. The sum is comprised of one (1) the base amount of \$703,851 and two (2) an approximate contingency of 14% in the amount of \$96,149 for additional services at the City’s sole discretion
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **three (3) year term** with the option for the City to grant up to a **two (2) one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and

completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any

insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Consultant:

Steven N. Lang, PLA - Principal MIG, Inc. 109 W. Union Avenue Fullerton, CA 92832
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Clerk of the Council

Kristine Ridge
City Manager

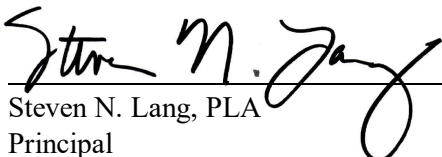
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jose Montoya
Assistant City Attorney



Steven N. Lang, PLA
Principal

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP)
FOR
SANTA ANA DOG PARK DESIGN SERVICES**

RFP NO.: 22-129



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-36
Santa Ana, CA 92701**

**SEAN THOMAS
Project Manager
(714) 647-5655 Office
Sthomas5@santa-ana.org**

Approved for Release:

Nabil Saba
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	September 22, 2022
Pre-Proposal Meeting (Non-Mandatory):	October 04, 2022 at 2:00pm at The Reservation Building in Centennial Park
Deadline for Requests for Information:	October 11, 2022
Proposal Due Date:	October 20, 2022 at 2pm
Projected Award Date:	December 06, 2022

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
CITY OF SANTA ANA DOG PARK DESIGN SERVICES
RFP NO. 22-129**

INTRODUCTION/BACKGROUND

The City of Santa Ana previously solicited proposals for professional services to create a concept plan for the City's first dog park. By this Request for Proposals (RFP), the City is now requesting proposals from firms with substantial engineering, landscape architectural, and construction administration experience on similar types of public works improvements for the development of the contract documents for the Dog Park.

The City of Santa Ana is proposing to develop the City's first public dog park on a mostly undeveloped 4.57-acre site located in the southwest corner of Centennial Park, adjacent to the Santa Ana River. Public access to this area is from the Santa Ana River from the West and from Centennial Regional Park from the East. The development of the "City of Santa Ana Dog Park" (the "Project") will include three separate off-leash spaces for large, small and elderly dogs. Additional improvements will include agility course features, dog water play area, restroom with dog washing station, event area, walking track, information kiosk, site furnishings, landscape and automated irrigation system. Two access points are incorporated, from both Centennial Park and the Santa Ana River. Project will also include additional parking, turnaround, and drop off area. This new development is to be utilized citywide by dog owners, families with children and by various programs conducted or coordinated by the Santa Ana Parks, Recreation & Community Services staff. In order for the Dog Park to meet the community needs, the existing City Nursery and Police Department use areas will be relocated per exhibit located in the Appendix of this RFP as Attachment 4. The relocation of the facilities must incorporate the existing layout and site amenities.

The designated area for the proposed park, is between the existing Dan Young Soccer Complex (to the north), Castor Street (to the south), Santa Ana River (to the west) and the existing parking lot (to the east). The project will include, but is not limited to, the following project components as illustrated on the Project Conceptual sheet provided in the Appendix of this RFP as Attachment 4.

Consultant Responsibilities shall consider the following components:

- **Demolition** of existing Reservations Office Building
- **Park Signage**
- **Three separate off leash spaces for small dogs, large dogs, and older dogs with disability**
- **Dog Training area**
- **Larger gate entrance** at the bike trail
- **Access** to existing play field
- **Walkways**
- **Outdoor Plaza Area**
- **Perimeter Fencing and Security Gates**
- **Pet Proof Fence and Gate** which include dog park entry corals
- **Agility Course Features**

- **Splash Pad for Dogs**
- **Optimal Surface Material** for dog parks
- **Restrooms and Dog Wash Station**
- **Water wise landscaping**, including **trees and landscape mounds**
- **Dry Stream Bed**
- **Site Lighting**
 - **Shall include Dog Park (new), Nursery (new), and also adjacent/existing parking area (upgrade)**
- **Automatic irrigation system**
- **Site Amenities**, including waste bag dispensers, trash bins, recycle bins, dog waste bins, drinking fountains with pet bowls, **interpretive signage**, park benches, metal shade features, community information board, code blue security poles, **picnic tables, bike racks**, drinking fountains at entrance and along bike trail
- **Parking Lot**
- **Dog park Sculptures**
 - One large one in the round about
 - One small one in the event space plaza
- **Donor Wall** along CMU wall shared between dog park main entrance and Police Department
- **Solar** in parking lot
- **Drainage** which utilizes “Low Impact Development” concepts with goal for full site infiltration.
- **Storm Water Mitigation – Water Quality Management Plan**
- **Pavers** with pet names for donation purposes
- **Donor Wall** shared between main entrance and Police Department
- **Geotechnical Report** which tests soil, includes infiltration testing, and provides remediation recommendations if necessary
- **Environmental Clearance**

Relocation of the Nursery

- **Storage of trees, irrigation materials, landscape materials**
- **Storage bins** for mulch, gravel, dirty, compost
- **Maintenance Access** to the Dog Park
- **Rollaway trash bins**
- **Staging and dispatching** for contracted landscape maintenance
- **Bays**
- **Small restroom**
- **Storage** for Recreation scooter

Relocation of the Police Department

- **Contain all existing features**
- **Parking spaces** for training
- **Office with bathroom, classrooms, restrooms**

The improved area is to be utilized Citywide by dog owners, and families with children and by various programs conducted by the Santa Ana Parks, Recreation and Community Service staff. The Project Concept is provided in Attachment 4 of this RFP for reference only. An existing boundary map is also provided in this RFP for consultants to know existing conditions relative to the proposed layout. Creative ideas to include amenities from the Project Concept, project components listed above, and any additional components that may be beneficial to this dog park vision.

The City's total construction budget for the proposed dog park is approximately \$8,500,000, which includes Design Engineering.

Scope of Work

Architectural and engineering services shall consist of, but not be limited to the following: prepare schematic design, construction plans and specifications, submit design documents to the City of Santa Ana staff for review and submit final design documents to the City of Santa Ana Building & Safety Division for plan check. These services also include responding to all plan check corrections until final approval has been given by Building & Safety. Finally, construction administration services during bid and construction phases would also need to be provided.

Consultant Responsibilities

The Consultant's responsibilities shall include the following project tasks:

Consultant is responsible for providing all design and engineering as required for all components within the project scope of work which includes, but is not limited to the preparation and submittal of the PS&E package through completion with the approval from City to release for construction. This includes but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, site improvements design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, etc.

Consultant will also be responsible for facilitating monthly virtual progress meetings with City Staff to obtain input and discuss any project related items as well as provide project schedule.

Consultant shall provide review sets in .pdf format.

Final plans shall be provided in AutoCAD or Microstation format, and .pdf format.

- A. PROJECT COORDINATION.** The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all field studies and any other required permits from other agencies.
- B. RECORDS RESEARCH.** Research all information pertinent to the project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected Consultant shall identify all existing and proposed facilities within the projects limits and potential conflicts.
- C. GEOTECHNICAL INVESTIGATION.** The Consultant shall provide geotechnical services which includes but is not limited to geotechnical explorations, infiltration testing, and geotechnical report.
- D. ENVIRONMENTAL CLEARANCE.** The Consultant shall prepare, distribute, and file any environmental noticing, documents, preparation of studies and technical reports for environmental clearances that may be needed for the project to meet state funding. This includes, but is not limited to state and local regulations, policies and procedures as they pertain to CEQA, environmental studies, environmental site assessment, and environmental reports.

- E. PRELIMINARY DESIGN.** The consultant shall organize a kick-off meeting with City staff to discuss the conceptual design plan, project goals and objectives, potential elements and issues, project schedule, review of existing information, and conduction of a site investigation.
- F. SURVEY.** On-the-ground field topographical survey work is to be determined by the Consultant (and/or the Consultant's Subconsultant) if any existing horizontal and vertical features are needed for the project. It is the Consultant's responsibility to provide only the survey necessary for the design of the project components identified within this RFP. Consultant shall identify in the proposal a detail list of features the survey would include. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation CONNECT Computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- G. WATER QUALITY.** The Consultant shall coordinate with the City for the Low Impact Development (LID) requirements of the project and prepare a Water Quality Management Plan (WQMP) if deemed required. Consultant shall provide BMPs with appropriate size based on treatment and peak flow rates, freight to job site and one year of maintenance to include units and cost in the engineer's cost estimate. The selection of Best Management Practices (BMPs) will always be subject to site specific conditions and the Consultant will be required to perform the research into the site specific conditions (e.g. prior contamination, depth to groundwater, soil conditions, interfering utilities, etc.) that could preclude infiltration. The Consultant shall also perform the required soils and/or infiltration testing per the Technical Guidance Documents, as necessary to design the infiltration system assuming it is the selected LID approach.

Please find information and links to relevant documents and regulations at the following site:

<http://ocwatersheds.com/documents/wqmp>.

- H. PUBLIC OUTREACH.** The Consultant shall be available for a minimum of 2 public outreach meetings to present the project to the community. One community meeting is to be used as a workshop for the community to participate in the naming of the park and in the design of the 2 dog sculptures. The second community meeting will be to share the top dog park names and to showcase the dog sculpture designs that were created from their input. The Consultant will be responsible for organizing, promoting and facilitating these meetings and will provide all presentation material, graphics, rendering (up to 2) and any other printed materials. The meeting will serve to discuss key project aspects, benefits to the community, and consequences of the project, gain input from local residents on design or aesthetic features of the project. The City will assist in providing available meeting spaces by coordinating with City facilities.
- I. UTILITY COORDINATION.** The Consultant shall be responsible for all utility coordination efforts, including but not limited to; coordination with Edison for any electrical service connections, and water service connections for irrigation and water fountains.
- J. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**
- Development of Plans, Specifications and Estimate (PS&E):
 - a) All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City. The Consultant shall use the boilerplate for cut sheets, specifications and estimates provided by the City.
 - b) The plan development shall include three (3) milestone deliverables—30%, 60%, 90% (pre-final) and 100% (final). All plan sheets shall be prepared at a reasonable standard

scale to be noted on plans. The necessary plans for each PS&E package shall include, but are not be limited to:

Task 1: Design Development (30% plans)

Design development will involve the schematic development of plans based on the approved conceptual design plan, which shall include but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, draft technical specifications and “opinion of estimated cost”.

- Deliverables shall include a 30% set of plans, including site section studies, draft specification, “Opinion of Probable Cost”.

Task 2: Construction Documents (60% 90% and 100% plans)

Construction Documents (CDs) shall include finalizing approved deliverables from the Design Development phase. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor. Deliverables shall also include final colored concept plan and colored renderings illustrating the improvements per the final plans. **Final construction documents must be completed in time to advertise the project by August 2023.**

- Deliverables shall include 60%, 90% and 100% plans, structural calculations, final technical specifications, finalized “Opinion of Probable Cost”. 100% plans will go through a constructability review that could lead to comments and recommendations that should also be addressed and completed as part of this deliverable.

Plans: Plans shall include, but are not limited to the following:

- Title Sheet
- Civil Engineering
 - Site Erosion Plan
 - Horizontal and Vertical Control Plan
 - Grading And On-Site Drainage Plan
 - Site Utility Plan
- Landscape Architectural
 - Site Layout/Construction Plans And Details (including plumbing)
 - Site Sections, as applicable
 - Planting Plans/Details/Notes
 - Irrigation Plans/Details/Calculations/Notes
- Architectural
 - Demolition Plans
 - Construction Plans
 - Signage Plans
 - Reflected Ceiling Plans
 - Exterior Elevations
 - Interior Elevations
 - Mechanical and Plumbing Plans/T-24
 - Electrical Plans, as applicable
 - Architectural Details
 - Structural Calculations
 - Door/Window/Finish Schedules, as applicable
 - ADA Path of Travel design and/or signage Plan

- Structural Engineering
 - Structural Design and Detailing
- Mechanical Engineering & Plumbing
- Electrical Engineering
 - Electrical Site Plan to include walkway/parking lot lighting, irrigation, splash pad, water refilling station/drinking fountains, community information board, restrooms, wash station, dog statue, donation dog wall, solar panel. Site Lighting shall include Dog Park (new), Nursery (new), and also adjacent/existing parking area (upgrade)
 - Photometrics
 - Single line diagram
 - Location of panels, switchgear, meters
 - Schedules
 - General Notes
 - Details
 - Notes, specifications

Plan Check & Permits:

Construction drawings shall be in accordance with the 2019 California Building Code and will require review/approval by the City Planning and Building Agency.

As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect / landscape architect /civil engineer/structural engineer as appropriate. Additionally, the architect will be encouraged to identify their historic consultant to address questions and concerns related to the historical preservation of the building. Plans shall be organized so that they can be segregated cleanly for distribution to the various plan checking entities.

Construction drawings shall be submitted at 90% completion for review by Public Works CIP Engineering and revised per their comments. The 100% complete construction drawing package will then be submitted for final City review to the following City Agencies:

- City Manager Office
- Parks, Recreation, and Community Services Agency
- Public Works Agency CIP Engineering Division
- Building & Safety Division

The Public Works Agency Project Manager will coordinate the submittal and review process. Once complete, the consultant will revise the Contract Documents

Technical Specifications

Technical specifications for all components listed above shall be provided by Consultant, or their Sub-consultants, to the City in CSI (Construction Specifications Institute) format. Consultant shall coordinate language between the general and technical specifications to ensure conflicts are minimized. City Staff will combine these specifications with the City Boiler Plate which together, will become the Project Manual.

Final Opinion of Probable Cost

Consultant shall provide updated opinion of probable construction cost which shall reflect finalized plans, materials, systems, details of construction, and known or anticipated changes in the bidding market relative to the project. Should project scope exceed available budget, project plans/specifications will be phased as appropriate.

Task 3: Bid Advertisement, Construction Administration, Record Drawings:

Bid Advertisement

Bidding procedures will be the responsibility of the City. While the PS&E construction package is advertising for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any item requiring interpretation in the drawings or specifications is discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City. Consultant shall provide support to the City during the Bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-bid meeting, if scheduled.

Construction Administration

Consultant shall provide support to the City during the Construction Administration phase by assisting with questions, requests for information/clarification, and/or reviewing submittals. Consultant shall review and approve all submittals and shop plan drawings required to support the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt. Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.

Record Drawings / As-built Plans:

Upon construction completion, consultant shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for City archives. The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

Fee Proposal:

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured to correspond to the above mentioned tasks as follows:

Task 1: Design Development
Task 2: Construction Documents
Task 3: Bid Advertisement, Construction Administration, Record Drawings

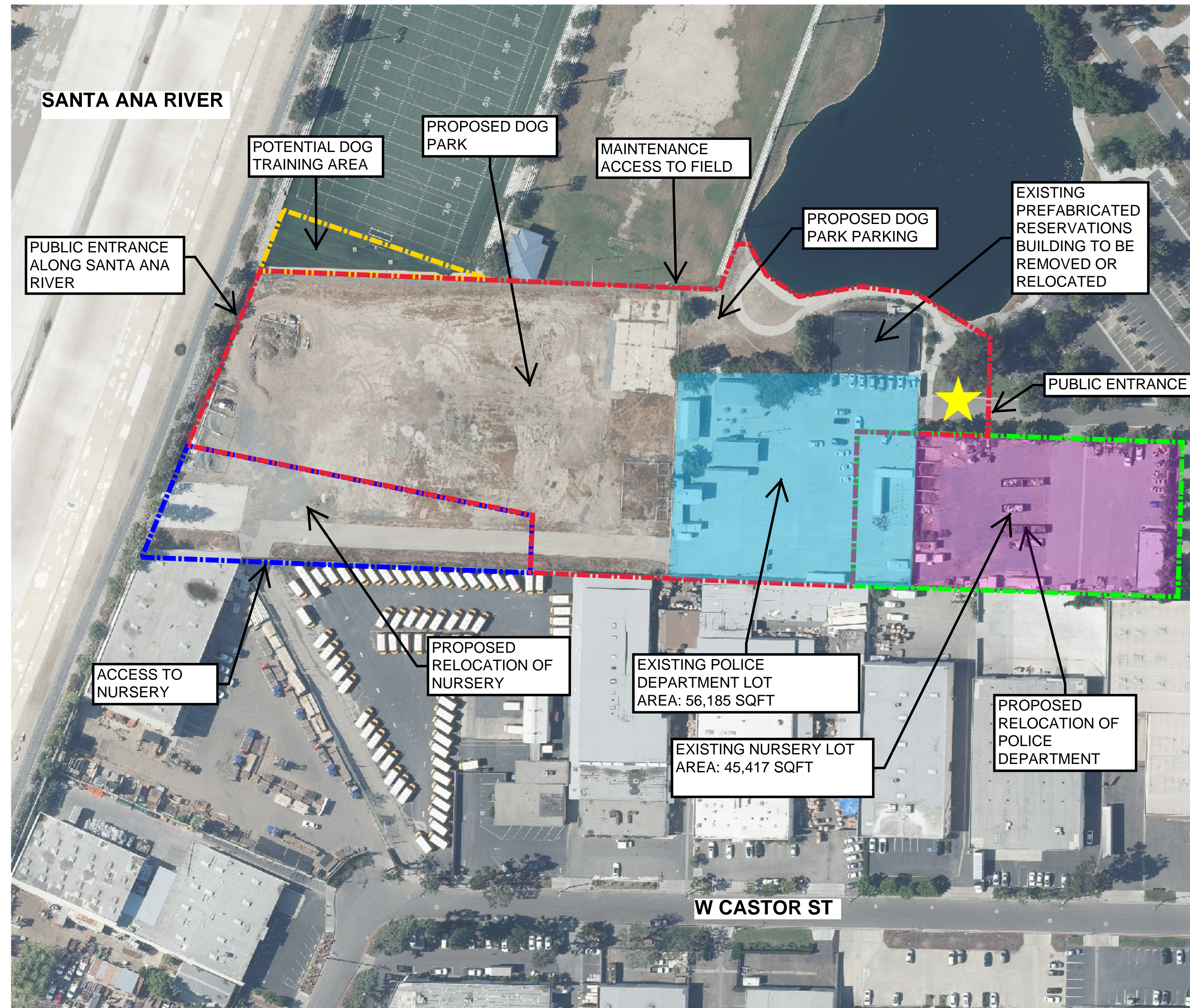
Total Fee: _____

Fee schedule for each task should include an hourly breakdown that corresponds to the task total.

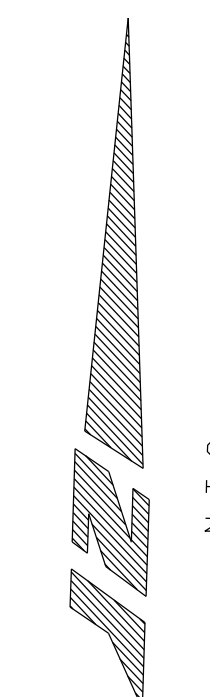
City Responsibilities

The City will be responsible for the following items:

- Provision of available plans and existing documentation on file.
- Provision of electronic design file with City title block and title sheet (24" x 36")
- Provision of standard City boilerplate specifications.
- Acting as liaison with the appropriate decision making bodies, as necessary.
- Coordination and processing of plans and documents with governmental agencies having jurisdiction over the project.



- - - PROPOSED DOG PARK AREA: 199,143 SQFT
- - - PROPOSED RELOCATION OF NURSERY AREA: 35,360 SQFT
- - - PROPOSED RELOCATION OF POLICE DEPARTMENT AREA: 55,730
- - - PROPOSED DOG TRAINING AREA: 7,898 SQFT
- EXISTING NURSERY LOT AREA: 45,417 SQFT
- EXISTING POLICE DEPARTMENT LOT AREA: 55,720 SQFT
- ★ PRE-PROPOSAL MEETING LOCATION (NON-MANDATORY)





LEGEND

KEY	DESCRIPTION	KEY	DESCRIPTION
A	LARGE DOG AREA - NATURAL GRASS - SIZE OF DOG: 30 LBS OR MORE - 50,000 SF	E	WATER PLAY - MULTIPLE WATER SPRAYS AND GEYSER ELEMENTS - ONE-TIME WATER USE - BENCH SEATING - FENCED AREA TO CONTROL ACCESS
B	SMALL DOG AREA - SIZE OF DOG: 30 LBS OR LESS - NATURAL GRASS - 25,500 SF	F	DRY STREAM - RIPARIAN TYPE TREES & SHRUBS & GROUND COVER - 2' TO 3' DEEP SWALE - ROCK MATERIALS TO BE USED TO IMPLY CREEK BED
C	OLDER DOGS OR DOGS WITH A DISABILITY - NATURAL GRASS - 14,000 SF	G	OUTDOOR PLAZA - EVENT AND GATHERING SPACE - WATER FEATURE - SEATWALL
D	RESTROOM & WASH STATION - SEPARATE MEN & WOMEN RESTROOM - 80 SF each - INDOOR WASH STATION FOR DOGS - 100 SF - STORAGE - 150 SF - PLUMBING CHASE - DRINKING FOUNTAIN	H	MAIN ENTRANCE - ROUND-A-BOUT DESIGN - ENTRY MONUMENT COLUMNS - AUTOMATED GATES TO CONTROL VEHICULAR ACCESS - DOG SCULPTURE - PRECAST WALL PANELS (APPROX. 7' IN HEIGHT) SET ON RADIUS - PRECAST PEDESTALS WITH INTEGRATED SILHOUETTES OF DOGS - ROCKS & COBBLESTONE MULCH TO PROVIDE VISUAL INTEREST

FENCING

SYMBOL	DESCRIPTION
—●—●—●—	TUBE STEEL FENCE - 7' H.
— — — — —	POST & RAIL FENCE - 4' H.
—○—○—○—○—	CHAIN LINK FENCE - 5' H.
—□—□—□—□—	PERIMETER CHAIN LINK FENCE - 6' H.
—●—●—●—●—	WATER PLAY AREA FENCING

SITE FURNISHINGS

SYMBOL	DESCRIPTION
—	PARK BENCH
1	WATER FOUNTAIN w/PET BOWL
2	DOGGIE WASTE DISPENSER
3	CODE BLUE - SECURITY POLE
—	SHADE CANOPY 'TENSILE FABRIC'
—	SHADE STRUCTURE 'SOLID ROOF'

LIGHTING

KEY	DESCRIPTION
—	LIGHT POLE - GENERAL PARK LIGHTING
—	FIELD LIGHT POLE - DOG RUN AREAS

PARKING

KEY	DESCRIPTION
P1	PARKING - (13 STD. & 2 HC SPACES)
P2	PARKING - (8 STD. SPACES)
P3	PARKING - (9 STD. & 2 HC SPACES)
TOTAL SPACES (30 STD. & 4 HC SPACES)	

CONCEPT DOG PARK AT CENTENNIAL PARK SANTA ANA, CALIFORNIA

EXHIBIT B



CITY OF SANTA ANA

Santa Ana Dog Park Design Services

Proposal | October 20, 2022

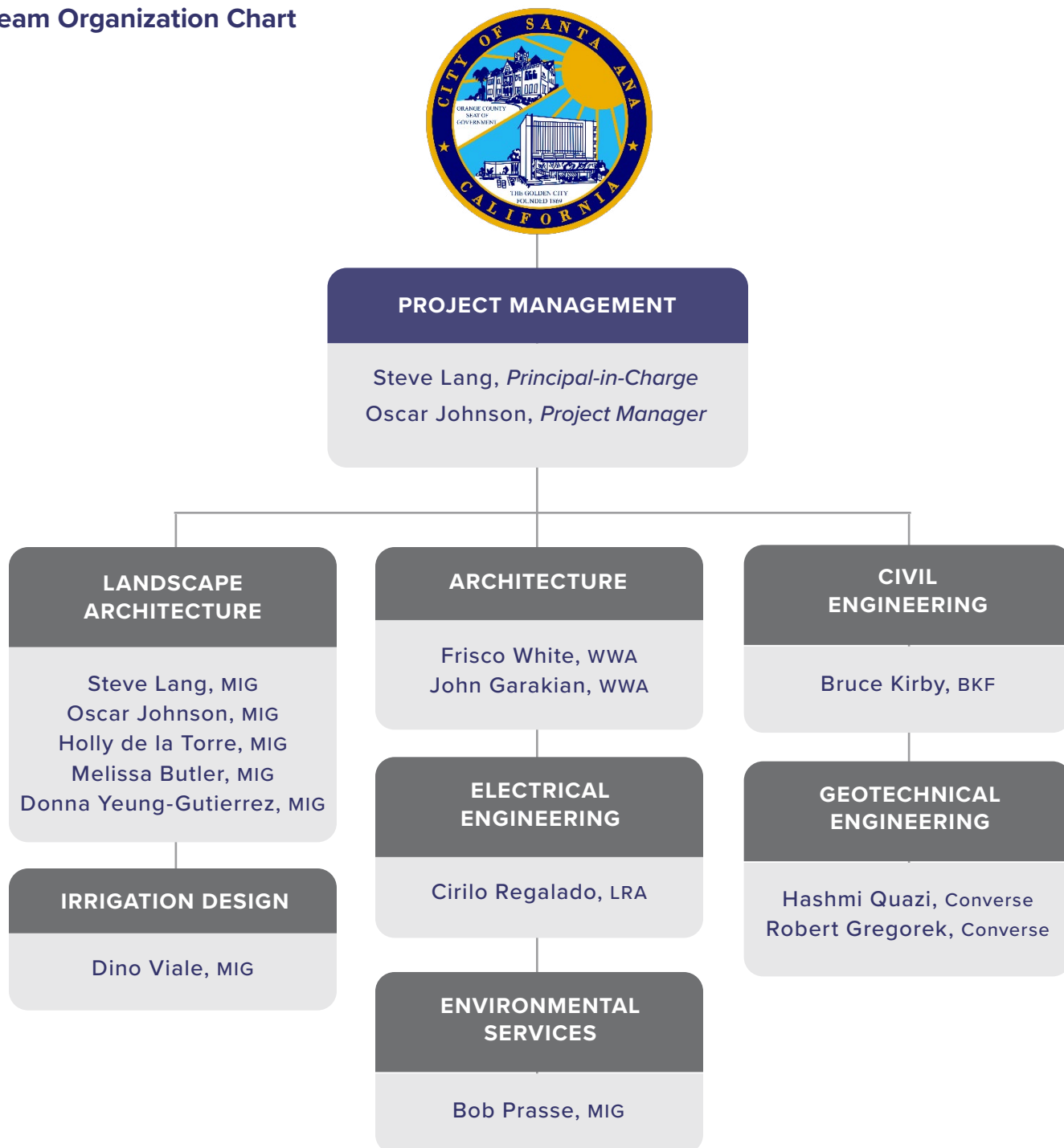


109 W. Union Avenue | Fullerton, CA 92832
(714) 871-3638 | www.migcom.com

In association with:

BKF Engineers | Converse Consultants
LRA Electrical Engineers | Westberg White Architects

Team Organization Chart





5. Scope of Services and Schedule

It is MIG's intent to produce a final work product that meets the objectives of the City of Santa Ana in terms of staff participation, resource efficiency, design quality, innovation, public safety and comfort, budget control, and completion schedules. To assure achievement of this goal, adjustments to this program can be made.

Services will include the following:

Task 1 – Design Development

1.1 PROJECT COORDINATION/PROJECT MANAGEMENT

MIG will coordinate and attend a kick-off meeting with City staff for a program review and verification as well as on-site review. (1 meeting). MIG will be fully responsible for the overall management and coordination for the project, which will include project development team meetings, liaison with affected agencies and utility companies, and securing permits for field studies and any other permits from other agencies.

1.2 RECORDS RESEARCH

The MIG Team will research and collect all pertinent data and information regarding the existing site improvements, such as as-builts and record drawings; right-of-way data and all future improvement plans adjacent to or affecting the proposed site; existing and proposed facilities within the project limits and potential conflicts; City design standards; input from City staff;

concept plan; past community input; and any other information that may affect preparation of the Design Development plan and construction documents.

1.3 GEOTECHNICAL INVESTIGATION

The MIG Team will provide geotechnical services that will include geotechnical explorations, infiltration testing, and geotechnical report.

1.4 ENVIRONMENTAL CLEARANCE

In accordance with the RFP, MIG will prepare and process, in compliance with the California Environmental Quality Act (CEQA), the environmental document for this project, including the proposed relocation of the existing nursery and police department facility. Based on our understanding of the project, we anticipate that it will require either a Negative Declaration (ND) or, if mitigation measures are needed, a Mitigated Negative Declaration (MND). Since the project is basically a relatively small infill of existing park facilities, compliance with CEQA requirements is expected to be relatively simple and straightforward. We have not included technical studies (i.e., Traffic Study, noise analysis, etc.) as the level of use of the park is expected to be similar to other adjoining recreational facilities and the project is not located near residential uses or other sensitive land uses.

MIG will prepare an administrative draft Initial Study (for either an ND or MND) that reflects the characteristics of the project and complies with the requirements of the CEQA Guidelines. MIG will answer each Initial Study checklist question with clear, thorough, and reasoned analysis. If mitigation measures are necessary, they will be practical, logical, enforceable, and developed in close collaboration with City staff.

Following City review and comment on the Administrative Draft ND or MND, we will prepare and submit a revised draft to the City for their final review. Once the City signs off on the revised draft, the ND or MND will be circulated for the CEQA-required 20-day public review period. MIG will be responsible for CEQA-required noticing and distribution of the ND or MND, including forms and notices required by CEQA and filing with the Orange County Clerk. Under this task, we assume that the City will be responsible for local newspaper ads and any physical on-site posting that may be required by City regulations. Once the 20-day public review period ends, MIG will, if needed, assist the City in responding to written comments received on the ND or MND, although our budget anticipates few if any comments.

Once the City approves the project, MIG will prepare a Notice of Determination (NOD). Following City sign-off, MIG will file the NOD with the Orange County Clerk within five working days of project approval. At the time of the filing, fees will need to be provided by the City as required by the State of California Fish and Game Code section 713. This fee is not included in our proposal. Budget for this task also includes one internal meeting between City staff and the MIG environmental team, and attendance at one public hearing.

This task does not include AB 52 Native American consultation support.

1.5 UTILITY COORDINATION

The MIG Team will provide utility coordination efforts, including but not limited to coordination with Edison for any electrical service connections and water service connections for irrigation and potable water use.



1.6 TOPOGRAPHIC SURVEY

The MIG Team will provide a 20-scale topo survey with one-foot contours on a developed surface in AutoCAD 2018 format. The record paper boundary will be delineated on the survey. Benchmark and Basis of Bearing will be stated and PDF and DWG versions will both be provided. On-the-ground topographical survey work will identify existing horizontal and vertical features needed for the project as necessary for the design components identified within the RFP. The survey shall include:

- » Adjacent existing building corners, finish floor elevations, walkways, curbs, gutters, hardscape features, stalls, and trees (typically over 4" dia, with drip lines.) This includes supplemental data where the sidewalk ADA accessibility conformance is vital to the design. The Path of Travel (POT) walkway elevations, including any existing ADA parking stall elevations. Additionally, they will locate existing visible utilities within project limits.
- » Design-level survey and base mapping of the project site will be prepared in US Customary English Units by a California-licensed Land Surveyor in accordance with the City guidelines and in CONNECT Computer-Aided Design and Drafting (CADD) format. The horizontal datum will be NAD 83 and the vertical datum will be NAVD 88.

1.7 WATER QUALITY

The MIG Team will prepare a Preliminary Water Quality Management Plan (pWQMP) and stormwater control plan. In addition to the required treatment of stormwater, the City has enacted a policy that any new project must have a zero net effect on the public storm drain system. Based on a preliminary review, the site will subject to the NPDES Stormwater regulations. The MIG Team will develop a conceptual method for complying with this provision and identify opportunities for low-impact development (LID) elements at the site such as green roof, pervious paving, water quality basins, and flow-through planters. We will also determine LID feasibility/infeasibility based on NPDES regulations.

1.8 PUBLIC OUTREACH

The MIG Team will be available for two public outreach meetings to present the project to the community. One community meeting will be used as a workshop for the community to participate in the naming of the park and in the design of the two dog sculptures. The second community meeting will be to share the top dog park names and to showcase the dog sculpture designs that were created from their input. The MIG Team will organize, promote, and facilitate the meetings and will provide all presentation materials, graphics, renderings (up to two), and any other printed materials. The meetings will serve to discuss key project aspects, benefits to the community, and consequences of the project as well as gain input from local residents on design or aesthetic features of the project. The City will assist in providing available meeting spaces by coordinating with City facilities.

1.9 DESIGN DEVELOPMENT (30% PLANS).

Based on the concept plan in the RFP, site review, staff input, and the information obtained through records research, the MIG Team will develop a schematic plan. The refined schematic plan will include all elements and amenities as described in the RFP including: three separate off-leash spaces for large, small, and elderly dogs; agility course features; dog splash pad; restroom with dog washing station; event area; walking track; information kiosk; site furnishings; landscape; two



access points from Centennial Park and Santa Ana River Trail; additional parking; turnaround drop-off area; and relocated Police Training Center and City Nursery.

- » Provide opinion of probable construction cost (OPC) for the submitted schematic plans.
- » Present schematic plan, draft specifications, and OPC to City staff for review and input (1 meeting)
- » Provide colored schematic plan and three (3) renderings illustrating proposed improvements

MEETINGS:

- » One (1) Kick-Off Meeting with City and one (1) on-site review
- » One (1) Meeting with City staff to review 30% schematic plans and OPC
- » Two (2) Public Outreach Meetings
- » Monthly virtual progress meetings with City staff to obtain input and discuss any project-related items as well as provide project schedule

DELIVERABLES:

- » Three (3) copies of schematic plans for City staff review
- » Final colored schematic plan and renderings illustrating the improvements
- » Draft specifications
- » Three (3) copies of preliminary opinion of probable costs
- » One (1) copy of final schedule
- » Digital files of all documents listed above

Task 2 – Construction Documents (PS&E)

2.1 60% CD SUBMITTAL

Based on the City-approved schematic plans and opinion of probable cost, the MIG Team will prepare construction drawings and technical specifications for the proposed improvements in sufficient detail for the City to approve and for contractor bidding. The plan development shall include three (3) milestone deliverables – 60%, 90% (pre-final), and 100% final. Plans will go through constructability reviews that could lead to comments and recommendations to be addressed and completed as part of the deliverables. All reports, plans, specifications, and quantity calculations will conform to criteria, policies, procedures, and standards of the City. MIG will use the boilerplate for cut sheets, specifications, and estimates provided by the City. MIG will provide a 60% construction documents (CD) submittal for review.

The construction documents will include, but not limited to the following:

Title Sheet

Civil Engineering

- » Existing Condition Plan
- » Site Demolition Plan
- » Horizontal Control/Site Improvement Plan
- » Proposed Grading and Drainage Plan
- » Typical Site Sections
- » Composite (wet) Utility Plan
- » Preliminary Water Quality Management Plan (pWQMP)
- » Site Utility Plan (Sewer, Water)

Landscape and Irrigation

- » Site Layout/Construction Plans and Details
- » Site Sections, As Applicable
- » Planting Plans/Details/Notes
- » Irrigation Plans/Details/Calculations/Watering Schedules/Notes

Site Electrical

- » Electrical Site Plan to cover dog park site lighting; walkways/parking lot lighting; power to restrooms and for the irrigation controller; splash pad equipment; dog sculpture and nursery lighting; and adjacent existing parking area lighting upgrade
- » Location of Panels, Switchgear, Meters
- » Single Line Diagram
- » Schedules
- » Details
- » Photometrics
- » General Notes

Architecture

- » Demolition of existing prefabricated relocatable Reservations Building
- » Assess and relocate two (2) prefabricated relocatable Police Buildings
- » Relocate one (1) prefabricated relocatable men's/women's restroom building
- » Structural Plans/Details/Calculations
- » Mechanical/Plumbing Plans/Details
- » Electrical Plans/Details
- » Construction Details /Notes
- » ADA Path of Travel

2.2 90% CD SUBMITTAL

MIG will incorporate the 60% CD review comments into the 90% CD submittal for review by Public Works CIP Engineering and revised per their comments.

2.3 100% CD SUBMITTAL

The 100% complete construction document package will be submitted for final City review by the City Manager office; Parks, Recreation, and Community Services agency; Public Works Agency CIP Engineering Division; and Building and Safety Division. Construction documents will be prepared using the City's standard title block in AutoCAD 2021 in accordance with the 2019 California Building Code. Final construction documents are to be completed in time to advertise the project by August 2023.



Technical specifications for all components listed above will be provided in CSI format. MIG will coordinate language between the general and technical specifications to ensure conflicts are minimized. City staff will combine these specifications with the City Boiler Plate, which together will become the Project Manual.

2.4 FINALIZED OPINION OF PROBABLE COST

MIG will provide an updated opinion of probable cost that will reflect finalized plans, materials, systems details of construction, and known anticipated changes in the bidding market relative to the project. If the project exceeds the available budget, project plans and specifications will be phased as appropriate.

2.5 ELECTRONIC FILES

Electronic files for all AutoCAD, reports, and calculations shall be submitted at the end of contract or when requested by the City.

MEETINGS:

- » Review meeting at 60% CD submittal to review City comments (1 meeting)
- » Review meeting at 90% CD submittal to review City comments (1 meeting)

DELIVERABLES:

- » Six (6) sets for 60% citywide review, comments, and permits
- » Six (6) sets for 90% citywide review, comments, and permits.
- » Three (3) copies of 60%, 90%, and final opinion of probable costs (OPC)
- » One (1) copy of stamped and signed originals of construction drawings for bidding phase reproduction on bond paper.
- » One (1) copy of 60%, 90%, and final technical specifications.
- » One (1) electronic copy (disk) of construction documents for City records.

Task 3 – Bid Advertisement, Construction Administration, Record Drawings

3.1 PRE-BID MEETING

MIG will attend the pre-bid conference and answer questions from prospective bidders (1 meeting).

3.2 RFI CLARIFICATIONS & ADDENDA AS NECESSARY DURING BIDDING

MIG will provide RFI clarifications as necessary and prepare addendums as needed to clarify certain aspects or questions regarding the plans that may arise during contractor bidding.

3.3 PRE-CONSTRUCTION MEETING

MIG will attend the pre-construction meeting.

3.4 SITE REVIEWS (BI-WEEKLY)

MIG will attend bi-weekly site meetings to review construction progress and a preliminary and final inspection walk-through. (Anticipated 1 year construction)

3.5 RFI BULLETINS AND INTERPRET PLANS AND SPECIFICATIONS

MIG will respond to RFIs and interpret plans and specifications.

3.6 SHOP DRAWINGS SUBMITTAL REVIEWS

MIG will review and approve shop drawings and samples within two weeks of receipt. Contract Change order reviews will be completed within two (2) working days.

3.7 POTENTIAL CHANGE ORDER REVIEWS

MIG will assist in reviewing and processing requests for potential change orders, material submittals, or equal products.

3.8 FINAL WALKTHROUGH AND CORRECTIVE PUNCH LIST

MIG will prepare a preliminary and final corrective punch list based on final review walkthrough.

3.9 AS-BUILT RECORD DRAWINGS

MIG will provide the contractor with full-sized bond drawings and AutoCAD CDs of the project as part of our scope and cost for the contractor's use for updating to as-built/record drawings. The MIG Team will review and update the as-built/record drawings and close out documents for completeness prior to turning them over to the City.

EXCLUSIONS:

The following services are not included in the scope of services identified in the proposal:

- » Specification City "Boilerplate" and General Conditions
- » Agronomic testing
- » Power Company Service Plans
- » Street improvement plans
- » Pot holing
- » Fire system design
- » Off-site improvements
- » Pump station design
- » Mapping services (i.e., subdivision, private easement, quick claims, ROW dedications, etc.)

Project Schedule

Project Schedule		2022		2023												2024					
MONTH		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
I DESIGN DEVELOPMENT																					
1.1	Project Coordination/Project Management Kick-off Meeting and Site Review	●																			
1.2	Records Research																				
1.3	Geotechnical Investigation																				
1.4	Environmental Clearance																				
1.5	Utility Coordination																				
1.6	Topographic Survey																				
1.7	Water Quality																				
1.8	Public Outreach																				
1.9	Design Development																				
II CONSTRUCTION DOCUMENTS																					
2.1	60% CD Submittal																				
2.2	90% CD submittal																				
2.3	100% CD submittal																				
2.4	Finalized Opinion of Probable Cost																				
2.5	Electronic files																				
III BID ADVERTISEMENT, CONSTRUCTION ADMIN, RECORD DWGS.																					
3.1	Pre-bid meeting																				
3.2	RFI clarifications & addenda as necessary during bidding																				
3.3	Pre-construction meeting																				
3.4	Site Reviews (bi-weekly)																				
3.5	RFI bulletins, interpret plans and specifications																				
3.6	Shop Drawings Submittal reviews																				
3.7	Potential change order reviews																				
3.8	Final walkthrough and corrective punch list																				
3.9	As-Built Record Drawings																				

Key	
	MIG Work
	City Review
	Meeting/Submittal

EXHIBIT C



CITY OF SANTA ANA

Santa Ana Dog Park Design Services

Fee Proposal | October 20, 2022



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

In association with:

BKF Engineers | Converse Consultants
LRA Electrical Engineers | Westberg White Architects

Fee Proposal

v2			Principal in Charge		Sr. Proj. Mgr.		Deputy PM		Landscape Architect		Project Associate		Irrigation Designer		Environmental Planner		Admin Support		MIG				WWA	BKF	LRA	Converse Consultants	Subconsultant Total	TOTAL Labor, Subconsultant & Direct Costs	
																			Total Labor	Direct Costs	Hours	Total							
			Hours	\$235	Hours	\$205	Hours	\$130	Hours	\$140	Hours	\$125	Hours	\$165	Hours	\$175	Hours	\$100											
I DESIGN DEVELOPMENT																													
1.1	Proj. Coordination/ Mg't / Site Review /(24 team mtgs)		36	\$8,460	96	\$19,680	4	\$520	4	\$560		\$0		\$0			1	\$100	\$29,320	\$250	141	\$29,570	\$2,500	\$2,500	\$0	\$0	\$5,000	\$34,570	
1.2	Records Research		4	\$940	8	\$1,640	16	\$2,080		\$0	24	\$3,000	4	\$660				\$0	\$8,320		56	\$8,320	\$2,500	\$3,500	\$800		\$6,800	\$15,120	
1.3	Geotechnical Investigation		2	\$470	2	\$410		\$0		\$0		\$0		\$0				\$0	\$880		4	\$880	\$1,500			\$16,135	\$17,635	\$18,515	
1.4	Environmental Clearance		2	\$470	2	\$410		\$0		\$0		\$0		\$0	226	\$22,600		\$0	\$23,480	\$217	230	\$23,697					\$0	\$23,697	
1.5	Utility Coordination		2	\$470	4	\$820		\$0		\$0		\$0	4	\$660				\$0	\$1,950		10	\$1,950		\$5,000	\$800		\$5,800	\$7,750	
1.6	Topographic Survey		1	\$235	2	\$410		\$0		\$0		\$0		\$0				\$0	\$645		3	\$645		\$24,500			\$24,500	\$25,145	
1.7	Water Quality		1	\$235	4	\$820		\$0		\$0		\$0		\$0				\$0	\$1,055		5	\$1,055		\$5,000			\$5,000	\$6,055	
1.8	Public Outreach Meetings (2) / Art Coordination		8	\$1,880	24	\$4,920	24	\$3,120		\$0	60	\$7,500		\$0			4	\$400	\$17,820	\$200	120	\$18,020				\$0	\$18,020		
1.9	Design Development 30% (1 mtg.)		20	\$4,700	48	\$9,840	100	\$13,000	24	\$3,360	120	\$15,000	110	\$18,150			4	\$400	\$64,450	\$500	426	\$64,950	\$24,100	\$26,500	\$9,000		\$59,600	\$124,550	
																											\$0		
	Subtotal		76	\$17,860	190	\$38,950	144	\$18,720	28	\$3,920	204	\$25,500	118	\$19,470	226	\$22,600	9	\$900	\$147,920	\$1,167	995	\$149,087	\$30,600	\$67,000	\$10,600	\$16,135	\$124,335	\$273,422	
II CONSTRUCTION DOCUMENTS																													
2.1	60% CD Submittal (1 mtg.)		4	\$940	48	\$9,840	120	\$15,600	16	\$2,240	120	\$15,000	110	\$18,150			4	\$400	\$62,170	\$375	422	\$62,545	\$30,600	\$38,000	\$14,160	\$0	\$82,760	\$145,305	
2.2	90% CD submittal (1 mtg.)		4	\$940	48	\$9,840	100	\$13,000	16	\$2,240	120	\$15,000	110	\$18,150			4	\$400	\$59,570	\$375	402	\$59,945	\$30,600	\$19,000	\$7,080	\$0	\$56,680	\$116,625	
2.3	100% CD submittal (1 mtg.)		6	\$1,410	16	\$3,280	20	\$2,600	4	\$560	40	\$5,000	30	\$4,950			4	\$400	\$18,200	\$500	120	\$18,700	\$10,200	\$6,000	\$2,360	\$0	\$18,560	\$37,260	
2.4	Finalized Opinion of Probable Cost		2	\$470	6	\$1,230	12	\$1,560		\$0	12	\$1,500	4	\$660			4	\$400	\$5,820		40	\$5,820	\$0	\$1,000	\$0	\$0	\$1,000	\$6,820	
2.5	Electronic files			\$0	2	\$410	2	\$260		\$0	4	\$500	4	\$660				\$0	\$1,830		12	\$1,830	\$0	\$0	\$0	\$0	\$0	\$1,830	
	Subtotal		16	\$3,760	120	\$24,600	254	\$33,020	36	\$5,040	296	\$37,000	258	\$42,570	0	\$0	16	\$1,600	\$147,590	\$1,250	996	\$148,840	\$71,400	\$64,000	\$23,600	\$0	\$159,000	\$307,840	
III BID ADVERTISEMENT, CONSTRUCTION ADMIN, RECORD DWGS.																													
3.1	Pre-bid meeting			\$0	4	\$820		\$0		\$0		\$0		\$0				\$820	\$50	4	\$870	\$750	\$750	\$0	\$0	\$1,500	\$2,370		
3.2	RFI clarifications & addenda as necessary during bidding		4	\$940	24	\$4,920	24	\$3,120		\$0		\$0	12	\$1,980			2		\$10,960		66	\$10,960	\$750	\$1,500	\$0	\$0	\$2,250	\$13,210	
3.3	Pre-construction meeting			\$0	4	\$820		\$0		\$0		\$0		\$0				\$820	\$50	4	\$870	\$750	\$750	\$0	\$0	\$1,500	\$2,370		
3.4	Site Reviews bi-weekly (12 months)		12	\$2,820	104	\$21,320	52	\$6,760		\$0		\$0	8	\$1,320				\$32,220	\$600	176	\$32,820	\$3,000	\$4,800	\$0	\$0	\$7,800	\$40,620		
3.5	RFI clarifications & addenda as necessary during bidding			\$0	24	\$4,920	24	\$3,120		\$0		\$0	12	\$1,980			2		\$10,020		62	\$10,020	\$1,500	\$3,000	\$3,000	\$0	\$7,500	\$17,520	
3.6	Shop Drawings Submittal reviews			\$0	12	\$2,460	24	\$3,120	12	\$1,680		\$0	12	\$1,980				\$9,240		60	\$9,240	\$1,500	\$1,200	\$3,000	\$0	\$5,700	\$14,940		
3.7	Potential change order reviews		4	\$940	8	\$1,640		\$0		\$0		\$0		\$0				\$2,580		12	\$2,580	\$500	\$1,500	\$0	\$0	\$2,000	\$4,580		
3.8	Fianl walkthrough and corrective punch list		2	\$470	8	\$1,640		\$0		\$0		\$0		\$0			2		\$2,110	\$50	12	\$2,160	\$1,500	\$0	\$0	\$0	\$1,500	\$3,660	
3.9	As Built Record Drawings			\$0	4	\$820		\$0		\$0	4	\$500	8	\$1,320				\$2,640	\$300	16	\$2,940	\$0	\$4,500	\$0	\$0	\$4,500	\$7,440		
	Subtotal		22	\$5,170	192	\$39,360	124	\$16,120	12	\$1,680	4	\$500	52	\$8,580	0	\$0	6	\$0	\$71,410	\$1,050	412	\$72,460	\$10,250	\$18,000	\$6,000	\$0	\$34,250	\$106,710	
Subtotal			114	\$26,790	502	\$102,910	522	\$67,860	76	\$10,640	504	\$63,000	428	\$70,620	226	\$22,600	31	\$2,500	\$366,920	\$3,467	2403	\$370,387	\$112,250	\$149,000	\$40,200	\$16,135	\$317,585	\$687,972	
5% MIG Sub Consultant Coordination																												\$15,879	
Grand Total																												\$703,851	