CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH FIRST CARBON SOLUTIONS

THIS AGREEMENT is made and entered into this 3rd day of March, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), Miracle Mile Properties, LP, ("Applicant") and First Carbon Solutions, ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare environmental analysis for a 216-unit apartment project at 2277 Harbor Boulevard, as more fully described in Exhibit A; 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. Reference 2277 Harbor Boulevard, Costa Mesa, CA (PA-14-27)

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 Fifty Nine Thousand Nine Hundred and Twenty Nine ($59,929.00).

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 six months, ending on September 3, 2015, 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:

First Carbon Solutions
250 Commerce, Suite 250
Irvine, CA 92602

Tel: (714)508-4100
Email: fcoyle@fcs-intl.com
Attn: Frank Coyle

IF TO CITY:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Tel: (714)754-5610
Email:
minoo.ashabi@costamesaca.gov
Attn: Minoo Ashabi

IF TO APPLICANT:

Miracle Mile Properties, LP
4221 Wilshire Boulevard,
Suite 480
Los Angeles, CA 90010

Tel: (323)937-1050
Email: lionel.l@cqmla.com
Attn: Lionel Levy

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

_____ Date: _____
[Mayor or Chief Executive Officer]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

EXHIBIT A

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

FOR

Initial Study / Mitigated Negative Declaration

RFP NO. 15-012

FAST TRACK

Costa Mesa

Development Services Department

CITY OF COSTA MESA

Released on Thursday, January 15, 2015

FAST TRACK

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

REQUEST FOR PROPOSAL (RFP) NO. 15-012

Dear Proposers:

The City of Costa Mesa is requesting proposals to establish a contract for preparation of a Project Initial/ Study Mitigated Negative Declaration. The term is expected to be for one year with two six-month options to renew. Longer initial and extended terms will be considered depending upon the Proposer's submission regarding use of City facilities and equipment.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over $98 million and a total of over $109 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	**January 13, 2015**
Proposals are Due	**January 29, 2015 at 4:00 P.M.**
Approval of Contract	**February 2015**

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

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for environmental consulting assistance. Century Quality Management has submitted a planning application to the City of Costa Mesa for development of a 216-unit apartment complex on a commercially zoned parcel developed with a two-story 236-room motel. The work activity includes preparation of an **Initial Study/ Mitigated Negative Declaration.** The environmental consultant shall also prepare responses to comments on the environmental document and attend public hearings.

It should be noted that this determination is based on the preliminary traffic study/ trip generation that indicated any significant impact to the nearby intersections can be mitigated to below a level of significance. If the final study and traffic counts do not conclude this assumption or significant impacts related to air quality, traffic, or other environmental impacts are concluded as a result of the Initial Study, an amendment to the contract and Preparation of an Environmental Impact Report will be required.

TECHNICAL STUDIES

Provided by the Applicant:

- Traffic Study
- Preliminary Grading Plan
- Hydrology Report and Preliminary Water Quality Management Plan
- Shade and Shadow Analysis

Provided by the City:

- Background information on other aspects of the environmental review such as cultural and biological resources, land use, population/housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

Provided by the Consultant:

- The consultant will be responsible for review and incorporating the appropriate technical data submitted by the applicant and preparation of additional technical studies as required by California Environmental Quality Act (CEQA) to complete the environmental document. The consultant would be primarily responsible for preparation of all technical studies with the exception of the noted studies to be submitted by the applicant.

PROJECT DESCRIPTION

Development Site:

The project site is a 4.05- acre parcel in the General Commercial land use designation developed with a two-story 236-unit motel building and surface parking. The request is to amend the General Plan to allow a high density residential development with 216 units (54 du/ acre). The site is a rectangular shaped property bounded by the Cost Mesa Golf Course on the north, commercial uses to the south and medium density residential uses to the west and commercial uses across Harbor Boulevard to the east.

Proposed Project:

The proposal is to demolish the existing motel and redevelop the site with a four-story warp structure containing 216 apartment units and a parking structure with 478 parking spaces. The project includes the following mix of units:

- One bedroom plan – 108 units
- One bedroom plus den – 16 units
- Two bedroom plan – 84 units
- Two bedroom plus den – 8 units
- Total – 216 units

The project scope involves the following:

- *Demolition of the existing 236-room motel (Costa Mesa Motor Inn) and all surface parking.*

- *Construction of the proposed new 216-unit apartment complex would require approval of the following:*

    - General Plan Amendment to change the land use designation from General Commercial (GC) to High Density Residential (HDR)
    - Rezone to change the zoning from C1 (Local Business) to PDR-HD (Planned Development Residential High-Density)
    - Design Review for site plan and architectural design
    - Demolition Permit
    - Grading Permit
    - Building Permits
    - Construction Management Plan

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicants' project teams and City staff to discuss the project and the proposed scope of work. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable
Kick-off meeting

TASK 2 - PROJECT DESCRIPTION

Consultant will work with City staff and the applicants to prepare a project description that will articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicants will be the basis for the project description.

The City will complete the necessary amendments to the General Plan and Zoning Code. The consultant will receive the amended documents during the earlier stage of the preparation of the

Draft IS/MND. A Zoning Code amendment is required to incorporate textual references in the PDR-HD zone for the site-specific height and density for this property.

Please refer to the enclosed concept plans and map exhibits.

Deliverable
Project Description

TASK 3 - PREPARE 1st AND 2nd SCREENCHECK IS/MND

Consultant will prepare the environmental impact evaluation for the Screen check IS/MND. City staff will not prepare any IS/MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a 2nd screencheck IS/MND submittal may need to be provided. A 2nd screencheck document and review cycle should be budgeted in the case it is needed.

Consultant will prepare all required CEQA forms including Notice of Intent, Initial Study (IS), and distribution list for review and comment by the City of Costa Mesa. All conclusions and substantiating information will be documented in the IS/MND Consultant will finalize and distribute the IS/MND by certified mail to all responsible, trustee, and interested agencies, community groups, and individuals.

The City expects the following environmental topics sections to be of major focus:

- Aesthetics
- Air Quality
- Land Use
- Housing
- Public Services/Utilities
- Hydrology/Water Quality
- Cumulative Impacts

Deliverable

- Screen check IS/MND
- Notice of Intent
- Distribution List
- Notice to Native American Indians (Consultation)

TASK 4 - PREPARE PROOFCHECK DRAFT IS/MND

Upon receipt of the City's and applicants' comments on the screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a PROOFCHECK IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable
Proof check IS/MND

TASK 5 - CIRCULATION OF DRAFT IS/MND

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND. Consultant will prepare and distribute copies of the draft IS/MND to the State Clearinghouse and local community groups, local agencies, surrounding jurisdictions, etc. Consultant will prepare and distribute **ALL** required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City of Costa Mesa will only be responsible for newspaper notices.

Deliverable
Draft IS/MND
And CEQA Notices

TASK 6 -PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by Consultant.

Deliverable
Responses to Comments

TASK 7 —PREPARE MITIGATION MONITORING PROGRAM

Per the CEQA Guidelines, Consultant will prepare a mitigation monitoring program (MMP) for review by Planning Commission and adoption by the City Council at the time of the CEQA findings. The MMP will be prepared at the same time as responses to comments. Consultant will coordinate with City staff to refine the format and the content of the MMP. If the Planning Commission and/or City Council modifies recommended conditions of approval/mitigation measures for the proposed project, Consultant will revise the MMP accordingly.

Deliverable
Mitigation Monitoring Program

TASK 8 - MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the proposal should budget for the following public meetings:

- Planning Commission public hearing(s)
- City Council public hearing(s)

Additional meetings and hearings could be attended on a time and materials basis subject to prior authorization by the City of Costa Mesa.

DELIVERABLES
Meeting attendance

4. TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

(Approx. 16 Weeks from Date of Kick-Off Meeting)

Proposals Due	**January 29, 2015**
Consultant Selection	February 2015
Execution of PSA (City Council Approval Req.)	February/March 2015
Kick-Off Meeting	March 2015
Screen check Draft Due to City for Review	May 2015
Draft IS/MND Circulation	July 2015
Response to Comments	July 2015
Public Hearing(s)	August 2015

5. DEADLINE

Two hardcopies copies and one electronic (CD) copy of your scope of work and budget (submitted separately) for this work activity must be received at the City of Costa Mesa by **Thursday, January 29, 2015 at 4:00 PM.** Postmarks will not be accepted.

Number of Proposals

Submit one original, Three (3) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

6. SUBMISSION OF PROPOSAL

Complete written proposals must be submitted in sealed envelopes marked and received no later than **4:00 p.m. on Thursday, January 29, 2015** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: RFP NO. 15-012

Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Minoo Ashabi, AIA
Principal Planner
Ph. (714) 754-5610
Minoo.ashabi@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **January 29, 2015 by 4:00 PM**. The City reserves the right not to answer all questions.

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

Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

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

1. Understanding of work to be performed---------- **30%**
2. Project approach and scope of work---------- **30%**
3. Project team: Technical expertise and experience----- **20%**
4. Firm's related experience and references---------- **10%**
5. Proposal responsiveness----------**10%**

Total----------**100%**

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above.

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, **if held**, will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

9. CONFIDENTIALITY

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

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

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

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

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

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code,

the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

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

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A

REQUEST FOR PROPOSAL

RFP NO. 15-012 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. 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 Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

(b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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 _____ Dollars ($ _____.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 _____ months, ending on _____, 20__, 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 Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as

otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
_____	City of Costa Mesa
_____	77 Fair Drive
_____	Costa Mesa, CA 92626
Tel: _____	Tel: (714) 754-
Fax: _____	Fax: (714) 754-
Attn: _____	Attn: _____

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

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

6.17. 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

_____ Date: _____
[Mayor or Chief Executive Officer]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

_____
Director Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E

CERTIFICATES OF INSURANCE

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;

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;

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.

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after **January 15, 2015**

_____ _____

SIGNATURE DATE

OR

I certify that Proposer or Proposer's representatives have communicated after **January 15, 2015** with a City Councilmember concerning **RFP NO. 15-012 Initial Study/Mitigated Negative Declaration** Services. A copy of all such communications is attached to this form for public distribution.

_____ _____

SIGNATURE DATE

APPENDIX D

PRICING PROPOSAL FORM

RFP NO. 15-012 Initial Study/Mitigated Negative Declaration

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	$			$
	$			$
	$			$

Total Estimated Annual Price	$

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

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

PROJECT SUMMARY:

PROJECT ADDRESS : 2277 HARBOR BLVD COSTA MESA CA 92626

PROJECT DESCRIPTION : REMOVE EXISTING 236 SUITE MOTEL AND REPLACE WITH PROPOSED NEW 4 STORY TYPE VA APARTMENT BUILDING AND MULTILEVEL PARKING STRUCTURE TYPE-IA

ASSESSOR'S PARCEL : 422 163-31

LOT AREA : ± (APPROX.) 176 674 SF (4.05 ACRES)

DENSITY PROPOSED : 40 UNITS PER ACRE x 4 ACRE = 160 UNITS x 1.35 DENSITY BONUS = 216 UNITS (19 UNITS TO BE RESERVED FOR MODERATE INCOME)

UNIT SUMMARY :

	UNIT A1 (1BR 1BA)	UNIT A2 (1BR 1BA)	UNIT A3 (1BR 1BA + DEN)	UNIT B1, B2 & B3 (2BR 2BA)	UNIT B4 (2BR 2BA + DEN)	TOTAL
LEVEL 1	17	7	4	19	2	49
LEVEL 2	20	8	4	19	2	53
LEVEL 3	20	8	4	23	2	57
LEVEL 4	20	8	4	23	2	57
TOTAL	77	31	16	84	8	216
TOTAL %	(36%)	(14%)	(7%)	(39%)	(4%)	(100%)

FAR :

LEVEL 1	= ± 68,200 SF
LEVEL 2	= ± 66,700 SF
LEVEL 3	= ± 68,200 SF
LEVEL 4	= ± 68,200 SF
TOTAL TYPE-VA CONSTRUCTION	= ± 271,300 SF (APPROX.)

PARKING :

1 BDRM UNIT
124 UNITS X 1.75 CARS = 217 CARS (SEE NOTE BELOW)

2 BDRM UNIT
92 UNITS X 2.25 CARS = 207 CARS (SEE NOTE BELOW)

GUEST PARKING
0.25 SPACES PER PROJECTS ABOVE 50 UNITS
216 UNITS X 0.25 CARS = 54 CARS

TOTAL PARKING = 478 CARS

NOTE: APPLICABLE REDUCTION OF .25 SPACE PER UNIT DUE TO PROVIDING COVERED PARKING AT NEW PARKING STRUCTURE

LEVEL 5	= ± 38,177 SF
LEVEL 4	= ± 38,177 SF
LEVEL 3	= ± 38,177 SF
LEVEL 2	= ± 38,177 SF
LEVEL P1 / GROUND	= ± 38,177 SF
LEVEL P2	= ± 12,974 SF
TOTAL TYPE-IA CONSTRUCTION	= ± 203,859 SF.

SETBACKS :

FRONT (HARBOR BLVD.)	20'
REAR	20'
SIDE	10'

LOT COVERAGE :

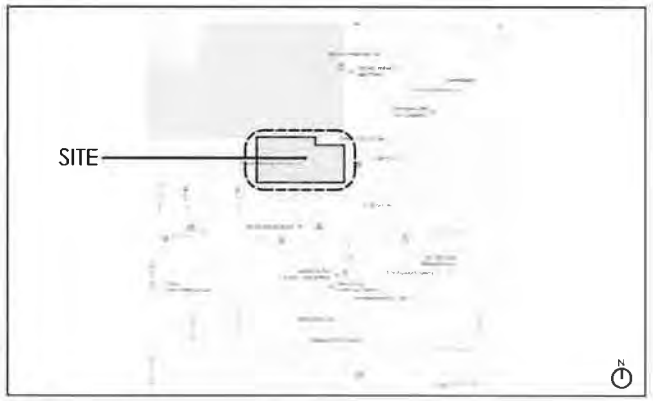
PARKING STRUCTURE COVERAGE	= 21.0%
RESIDENTIAL LOT COVERAGE	= 39.0%
TOTAL	= 60.0%

HEIGHT ALLOWED : 60' MAXIMUM
HEIGHT PROPOSED : 60' MAXIMUM

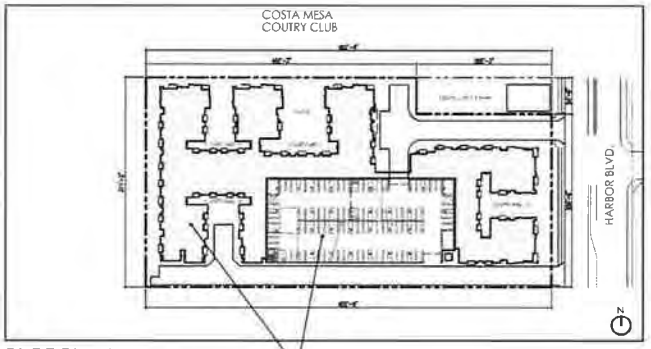
OPEN SPACE :

50 SF PER UNIT PRIVATE BALCONY

216 UNITS X 50 SF PER UNIT	= 10,800 SF
COURTYARD I	= 8,262 SF
COURTYARD II	= 4,297 SF
COURTYARD III	= 5,823 SF
COURTYARD IV	= 3,664 SF
TOTAL OPEN SPACE	= 32,846 SF



VICINITY MAP



PLOT PLAN

SHEET INDEX

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A1.01 SITE ANALYSIS
A1.02 SITE CONTEXT
A1.03 RENDERING
A1.04 RENDERING
A1.05 RENDERING
A1.06 RENDERING
A1.07 EXTERIOR FINISH MATERIALS
A1.08 SITE AND LANDSCAPE PLAN
A1.09 COURTYARD ENLARGEMENTS
A1.10 HARDSCAPE IMAGES
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A2.01 FIRST FLOOR PLAN
A2.02 SECOND FLOOR PLAN
A2.03 THIRD FLOOR PLAN
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A3.01 BUILDING ELEVATIONS
A3.02 BUILDING ELEVATIONS
A4.01 BUILDING SECTIONS

PROJECT AMENITIES

RESORT FEELING TWO STORY MAIN ENTRY
LINEAR CONCRETE PAVER ENTRY AUTOCOURT
OVER SCALED 50 FOOT SWIMMING POOL
FULLY LANDSCAPED SUN DECKS / COURTYARDS
OUTDOOR BARBEQUES
TWO STORY FITNESS CENTER GYM AND RECREATION ROOM
BUSINESS AND COMPUTER LIBRARY CENTER
INTERNET CAFE SNACK BAR
INDOOR LOUNGE AND FIREPLACE
SURROUND SOUND THEATER MEDIA ROOM
RESIDENT CONCIERGE SERVICE
WASHER AND DRYER IN EACH UNIT
DOG WALKING
OUTDOOR CAFE SEATING WITH FLAT SCREEN TV AND SHADE TRELLIS
FRAMELSS GLASS POOL SAFETY ENCLOSURE
POOL CABANAS
ADJACENT TO CITY BIKE PATH
DECOMPOSED GRANITE EXERCISE CIRCUIT
RAISED EXERCISE/YOGA/DANCE DECK
SEMI-PRIVATE OUTDOOR DINING NICHES
OUTDOOR FIRE PIT AND SEATING
FEATURE AND SERENITY FOUNTAINS
BADMINTON/MULTI PURPOSE GRASS COURT

PROJECT TEAM:

OWNER	:	MIRACLE MILE PROPERTIES
ARCHITECT		GMPA ARCHITECTS INC
LAND USE CONSULTANT	:	DIAMOND STAR
LANDSCAPE ARCHITECT	:	TGP, INC
TRAFFIC ENGINEER	:	LINSCOTT LAW & GREENSPAN
CIVIL ENGINEER	:	PSOMAS
FIRE LIFE SAFETY	:	HIRESAFE
MARKET RESEARCH	:	APT MARKET RESEARCH

-60-

COSTA MESA LUXURY APARTMENTS

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PROJECT SUMMARY

SHEET NO A0.01
DATE AUGUST 31, 2014

GMPA ARCHITECTS
1631 16th Street, Santa Monica CA 90404
T. 310 450 0200 F. 310 450 0225
www.gmpaArchitects.com

SITE ANALYSIS

COSTA MESA LUXURY APARTMENTS

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SHEET NO	A1.01
DATE	AUGUST 31, 2014

GMPA ARCHITECTS
1631 16th Street, Santa Monica, CA 90404
T. 310.450.0200 F. 310.450.0225
www.gmpaArchitects.com

SITE CONTEXT

COSTA MESA LUXURY APARTMENTS

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SHEET NO. A1.02
DATE AUGUST 31, 2014

GMPA ARCHITECTS
1631 16th Street, Santa Monica, CA 90404
T. 310 450 0200 F 310 450 0225
www.gmpaArchitects.com

MAIN ENTRY ALONG HARBOR BOULEVARD

PARKING STRUCTURE ALONG SECONDARY ENTRY

1 CLEAR GLASS

2 FIBER-REINFORCED CEMENT SIDING

3 METAL FINISH

4 LIMESTONE FINISH

5 WHITE SMOOTH STUCCO FINISH

6 METAL FENCE

7 METAL WIRE MESH

8 WOVEN METAL WIRE CLOTH

EXTERIOR FINISH MATERIALS

COSTA MESA LUXURY APARTMENTS

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SHEET NO A1.07

DATE AUGUST 31, 2014

GMPA ARCHITECTS
1631 16th Street, Santa Monica, CA 90404
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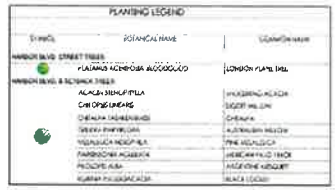

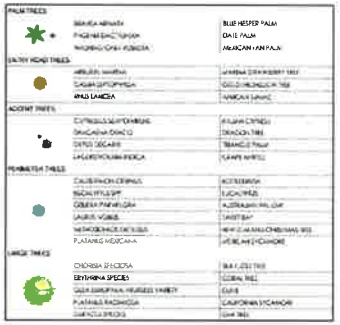

SITE PLAN ILLUSTRATION

SCALE 1"=40'

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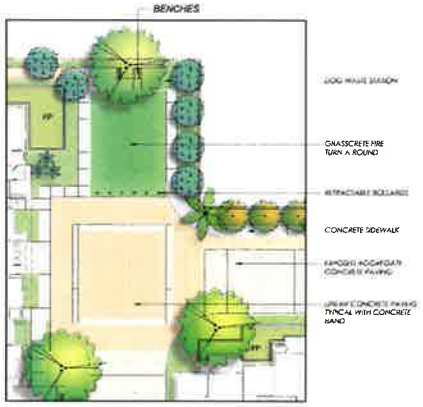
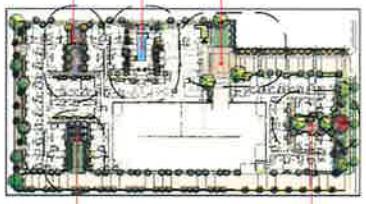
THE LIVING ROOM

THE PLAY ROOM

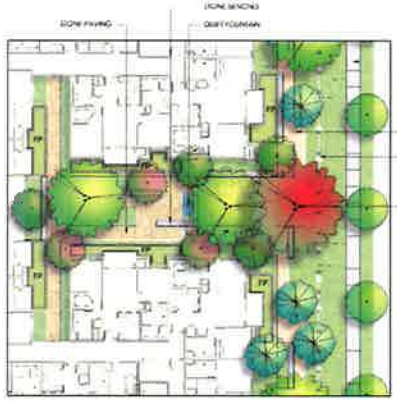


THE ENTRY COURT

THE EDIBLE GARDEN



KEY PLAN



THE CONTEMPLATION GARDEN

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COURTYARD ILLUSTRATIONS

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PAVING / DECKING

INTEGRAL COLOR CONCRETE POOL DECK AT THE PLAY ROOM

LINEAR PAVERS AT THE LIVING ROOM AND ENTRY DRIVE

STONE PAVING AT THE CONTEMPLATION GARDEN

DECOMPOSED GRANITE AT THE EXERCISE CIRCUIT

COMPOSITE DECKING AT THE YOGA DECK

GRASS PAVE AT FIRE DEPARTMENT TURNAROUND

COBBLE BED AT THE EDIBLE GARDEN

EXPOSED AGGREGATE PAVING AT THE ENTRY DRIVE

SITE FURNISHINGS

BENCH WITH BACK AT THE EXERCISE CIRCUIT AND EDIBLE GARDEN

PLATFORM WOOD BENCH AT THE YOGA DECK

FIREPIT AT THE LIVING ROOM

BBQ COUNTER AT THE LIVING ROOM

QUIET FOUNTAIN AT THE CONTEMPLATION GARDEN

HARDSCAPE IMAGES

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SCALE: 1" = 20'

0 10' 20' 40' 60'

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SITE FURNISHINGS

'ACTIVE' FOUNTAIN AT THE LIVING ROOM

EXERCISE STATION AT THE EXERCISE CIRCUIT

CABANAS AT THE PLAY ROOM

FENCING

SPLIT-FACE CMU WALL AT SOUTH AND WEST PROPERTY LINE

STEEL FENCE AT HARBOR BLVD. PROPERTY LINE

TUBULAR STEEL FENCE AT NORTH PROPERTY LINE

GLASS POOL FENCE AT THE PLAY ROOM

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DATE: AUGUST 11, 2014

HARDSCAPE IMAGES

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HARBOR BLVD. SETBACK TREES

ACACIA STENOPHYLLA
"SHOESTRING ACACIA"

CHILOPSIS LINEARIS
"DESERT WILLOW"

CHITALPA TASHKENTENSIS
"CHITALPA"

GELJERA PARVIFLORA
"AUSTRALIAN WILLOW"

MELALEUCA NESOPHILA
"PINK MELALEUCA"

PARKINSONIA ACULEATA
"MEXICAN PALO VERDE"

PROSOPIS ALBA
"ARGENTINE MESQUITE"

ROBINIA AMBIGUA 'IDAHOENSIS'
"IDAHO LOCUST"

HARBOR BLVD. STREET TREE

PLATANUS ACERIFOLIA 'BLOODGOOD'
"LONDON PLANE TREE"

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SCALE: 1" = 20'

0 10' 20' 40' 80'

TREE IMAGES

SHEET NO A1.12

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PALM TREES

BRAHEA ARMATA
"BLUE HESPER PALM"

PHOENIX DACTYLIFERA
"DATE PALM"

WASHINGTONIA ROBUSTA
"MEXICAN FAN PALM"

ENTRY ROAD TREES

ARBUTUS 'MARINA'
"MARINA STRAWBERRY TREE"

CASSIA LEPTOPHYLLA
"GOLD MEDALLION TREE"

RHUS LANCEA
"AFRICAN SUMAC"

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TREE IMAGES

SCALE: 1" = 20'

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ACCENT TREES

CUPRESSUS SEMPERVIRENS
"ITALIAN CYPRESS"

DRACAENA DRACO
"DRAGON TREE"

DYPSIS DECARYI
"TRIANGLE PALM"

LAGERSTROEMIA INDICA
"CRAPE MYRTLE"

PERIMETER TREES

CALLISTEMON CITRINUS
"BOTTLEBRUSH"

EUCALYPTUS SPP
"EUCALYPTUS"

GELIERA PARVIFLORA
"AUSTRALIAN WILLOW"

LAURUS NOBILIS
"SWEET BAY"

METROSIDEROS EXCELSUS
"NEW ZEALAND CHRISTMAS TREE"

PLATANUS MEXICANA
"MEXICAN SYCAMORE"

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0 10' 20' 40' 80'

TREE IMAGES

SHEET NO: A1.14

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LARGE TREES

CHORISIA SPECIOSA
"SILK FLOSS TREE"

ERYTHRINA SPECIES
"CORAL TREE"

OLEA EUROPAEA (FRUITLESS VARIETY)
"OLIVE"

PLATANUS RACEMOSA
"CALIFORNIA SYCAMORE"

QUERCUS SPECIES
"OAK TREE"

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TREE IMAGES

SCALE: 1" = 20'

0 10' 20' 40' 80'

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SMALL AND MEDIUM TREES

ACCA SELLOWIANA
"PINEAPPLE GUAVA"

AGONIS FLEXUOSA
"PEPPERMINT WILLOW"

ARBUTUS UNEDO
"STRAWBERRY TREE"

CERCIS OCCIDENTALIS
"REDBUD"

CITRUS CULTIVARS
"CITRUS TREE"

COTINUS SPECIES
"SMOKE TREE"

MELALEUCA NESOPHILA
"PINK MELALEUCA"

PARKINSONIA SPECIES
"PALO VERDE"

PITTOSPORUM ANGUSTIFOLIUM
"WEEPING PITTOSPORUM"

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TREE IMAGES

SCALE: 1" = 20'

0 10' 20' 40' 80'

SHEET NO A1.16

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CALIFORNIA NATIVE TREES

ACER NEGUNDO 'CALIFORNICUM'
"CALIFORNIA BOX ELDER"

CERCIS OCCIDENTALIS
"WESTERN REDBUD"

CHILOPSIS LINEARIS
"DESERT WILLOW"

CHITALPA TASHKENTENSIS
"CHITALPA"

PARKINSONIA 'DESERT MUSEUM'
"DESERT MUSEUM PALO VERDE"

PLATANUS RACEMOSA
"CALIFORNIA SYCAMORE"

QUERCUS SPECIES
"VALLEY AND LIVE OAK"

SEQUOIA SEMPERVIRENS
"COAST REDWOOD"

UMBELLULARIA CALIFORNICA
"CALIFORNIA BAY TREE"

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TREE IMAGES

SCALE: 1" = 20'

0 10' 20' 40' 80'

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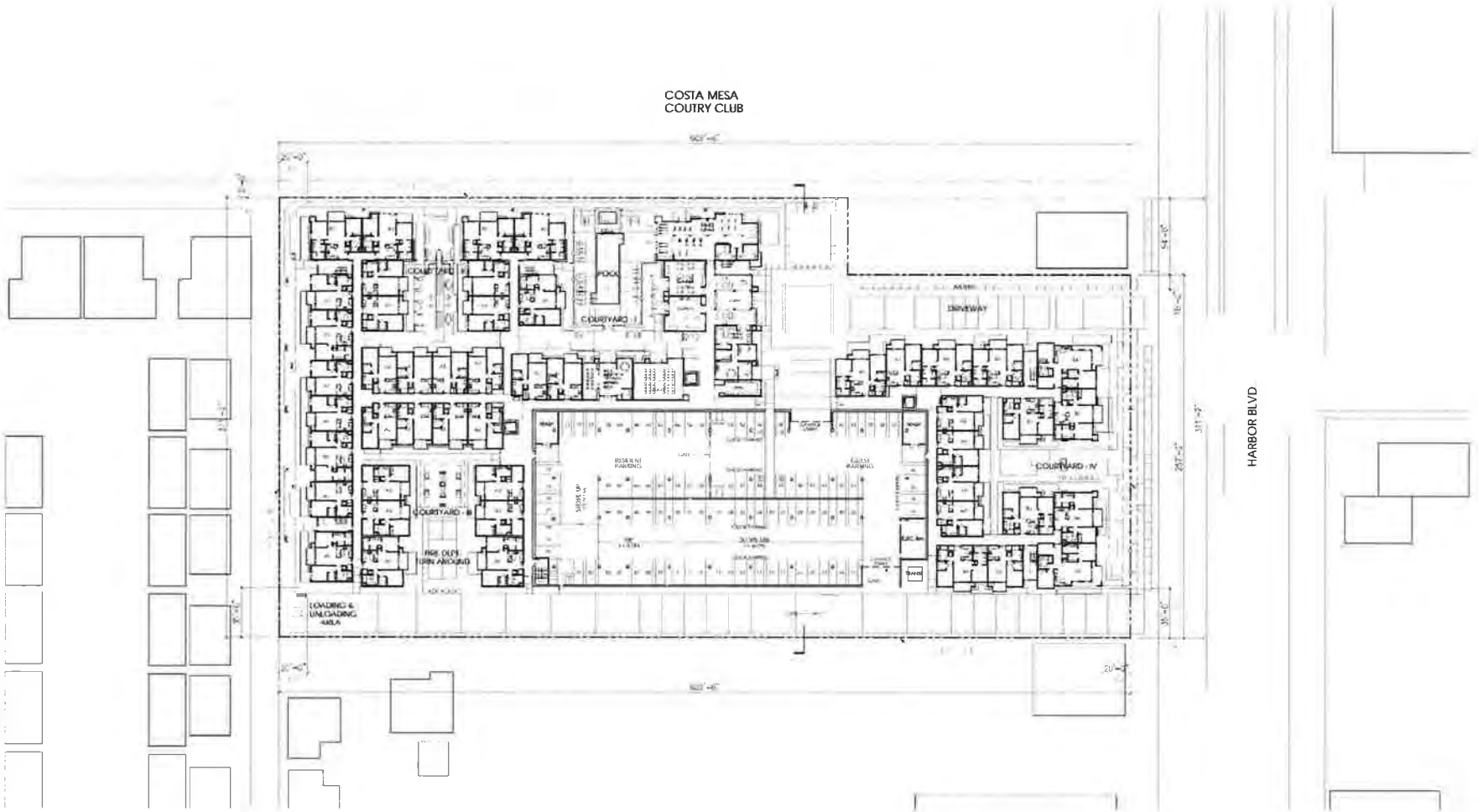

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FIRST FLOOR PLAN

N

SCALE 1"=40'

0 20' 40' 80'

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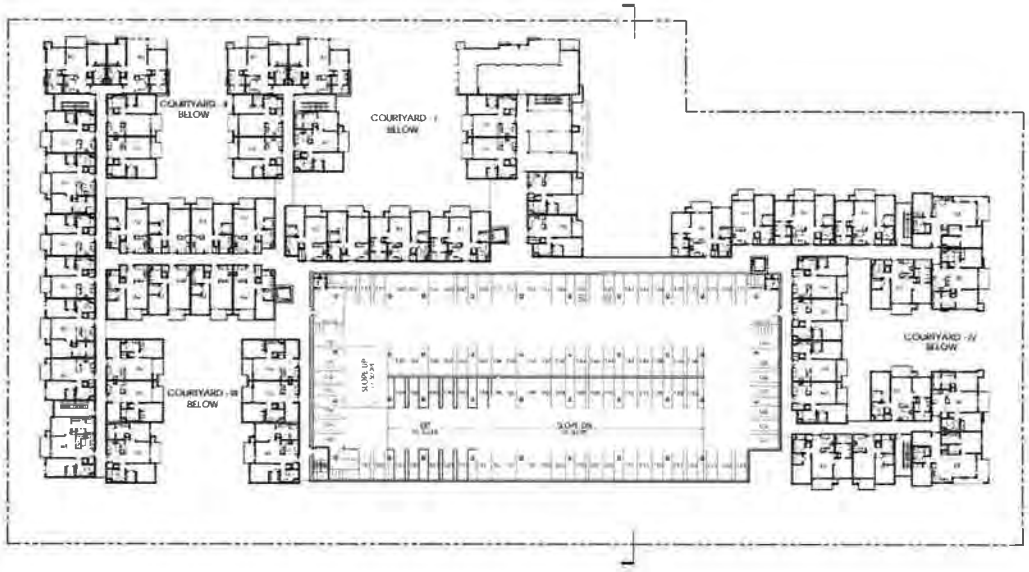

SECOND FLOOR PLAN

N

SCALE 1"=40'

0 20' 40' 100'

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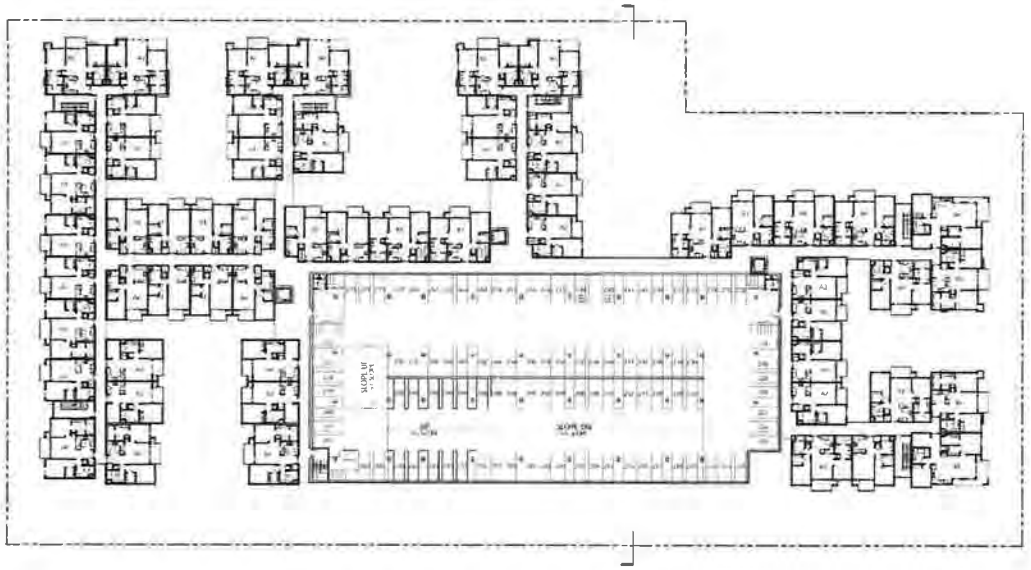

THIRD FLOOR PLAN

SCALE 1"=40'

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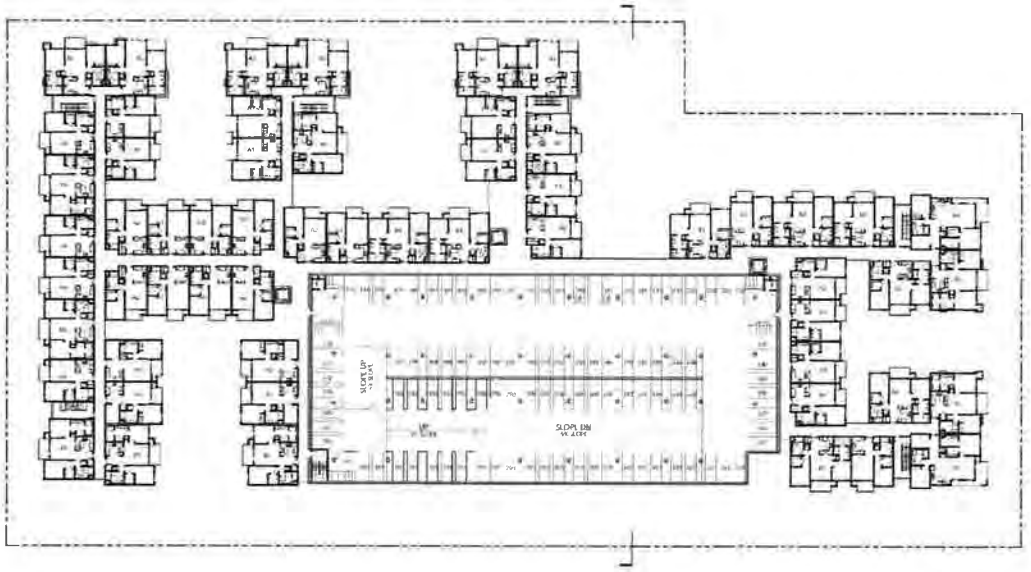

FOURTH FLOOR PLAN

SCALE 1"=40'

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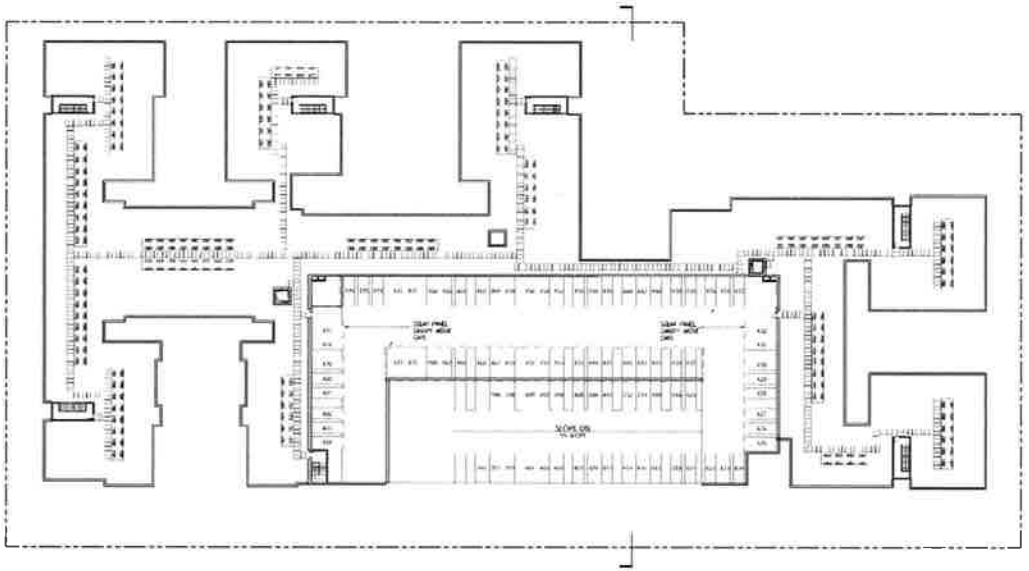

ROOF FLOOR PLAN

N

SCALE 1"=40'

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UNIT A1 (1 BEDROOM) ± 750 SF

UNIT A2 (1 BEDROOM) ± 730 SF

UNIT A3 (1 BEDROOM + DEN) ± 780 SF

UNIT B1 (2 BEDROOM) ± 1,050 SF

UNIT B2 (2 BEDROOM) ± 1,050 SF

UNIT B3 (2 BEDROOM) ± 1,050 SF

UNIT B4 (2 BEDROOM + DEN) ± 1,200 SF

-bu-

TYPICAL UNIT PLANS

SCALE 1/8"=1'-0"

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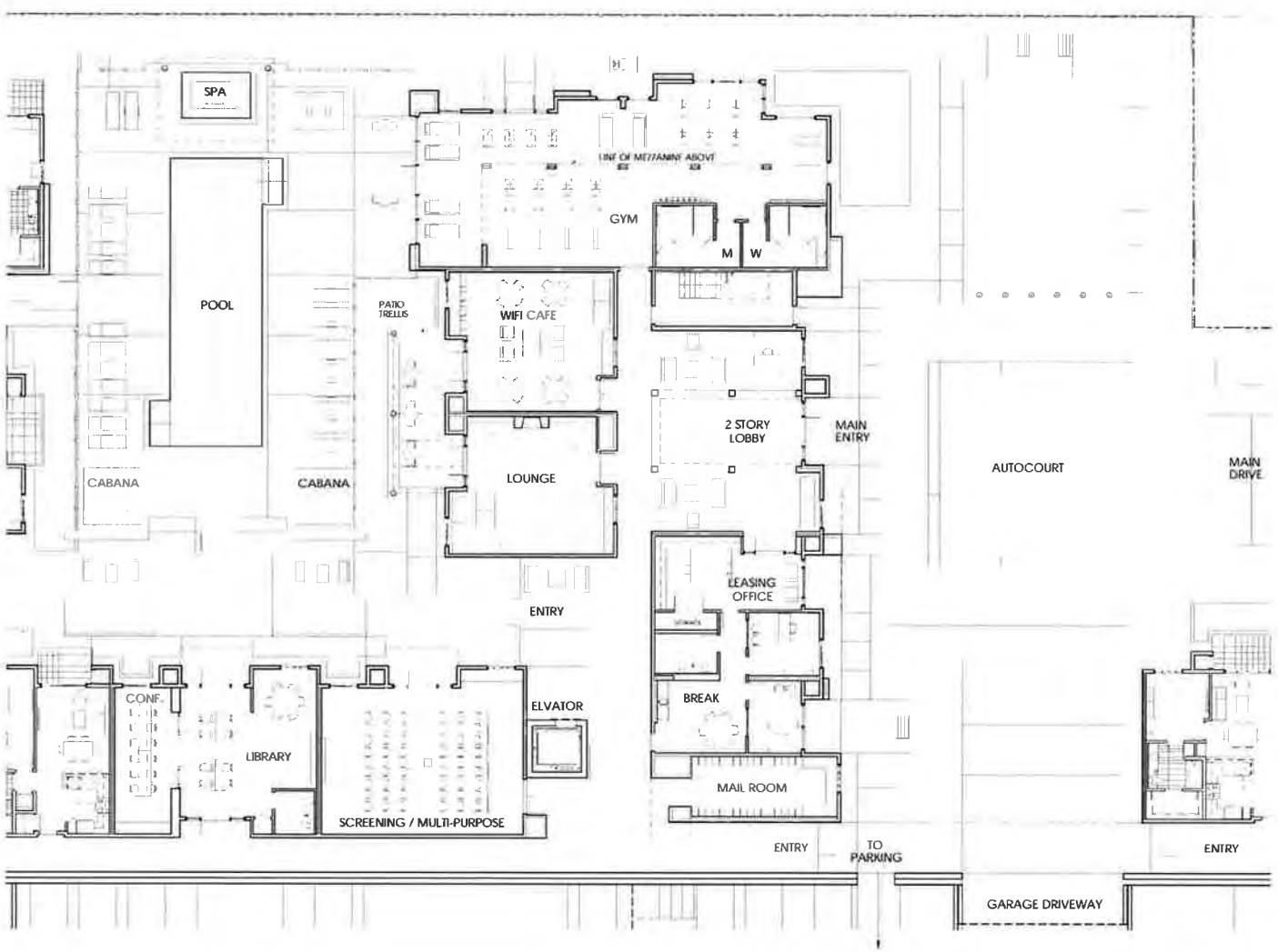

FIRST FLOOR AMENITIES

N

SCALE 3/32"=1'-0"

0 16' 32' 64'

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EAST ELEVATION

WEST ELEVATION

BUILDING ELEVATIONS

SCALE 1"=20'

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EXISTING BUILDING

NORTH ELEVATION

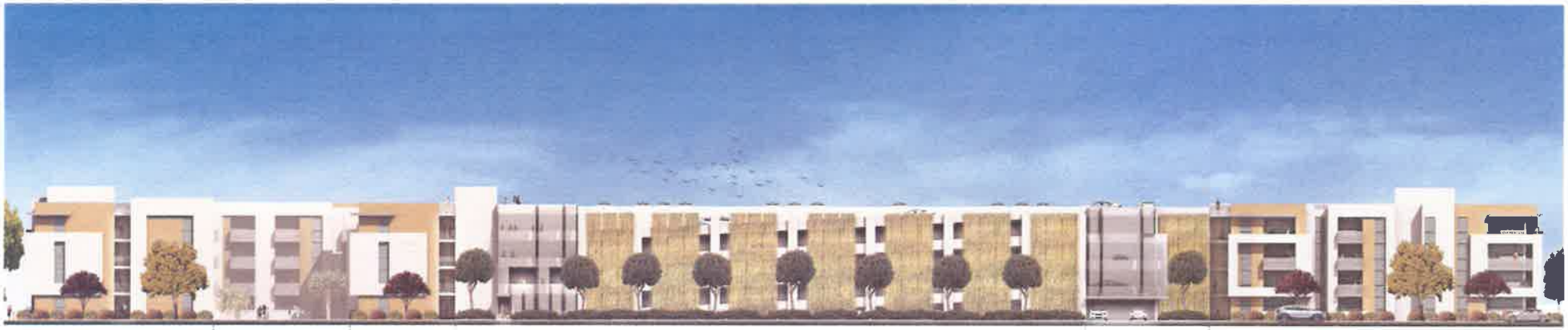
MAIN DRIVEWAY ENTRANCE

MAIN PARKING STRUCTURE ENTRANCE

MAIN ENTRY: 2 STORY LOBBY, GYM, LOUNGE, WIFI CAFE, SCREENING / MULTI-PURPOSE, LIBRARY, CONFERENCE

COURTYARD I: RECREATION AREA, CABANAS, SWIMMING POOL, SPA & OUTDOOR CAFE

COURTYARD II: DINING AREA, YOGA, BBQ & FIRE PIT



SOUTH ELEVATION

COURTYARD III: THE EDIBLE GARDEN, FOUNTAIN & ACTIVITY LAWN AREA

PARKING STRUCTURE

SECONDARY PARKING STRUCTURE ENTRANCE

SECONDARY DRIVEWAY ENTRANCE

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BUILDING ELEVATIONS

SCALE 1"=20'

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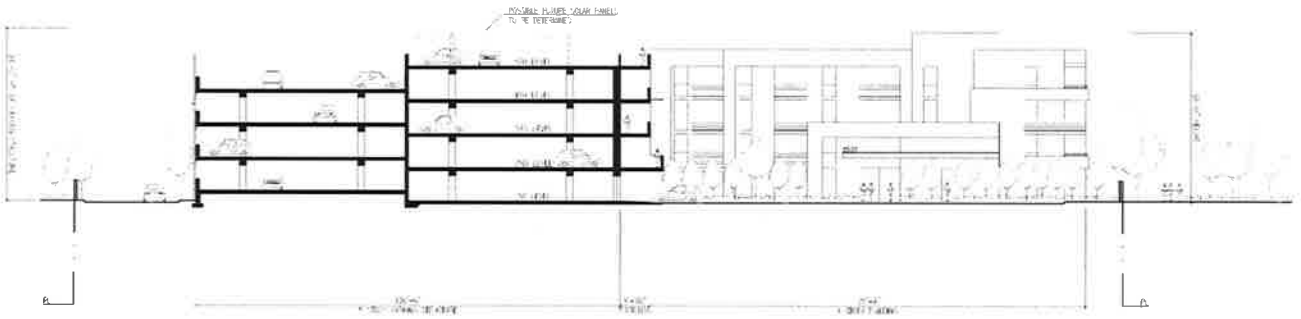
CROSS SECTION



BUILDING SECTION

SCALE 1"=20'

0 10' 20' 50'

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EXHIBIT B

CONSULTANT'S PROPOSAL

FirstCarbon SOLUTIONS

Proposal to Prepare a Project IS/MND RFP NO. 15-012 (2277 Harbor Blvd.)

Prepared for:

City of Costa Mesa
Development Services Department

January 29, 2015

FirstCarbon SOLUTIONS

January 29, 2015

Minoo Ashabi, AIA, Principal Planner
City of Costa Mesa Development Services Department
77 Fair Drive
Costa Mesa, CA 92628-1200

Dear Ms. Ashabi:

Thank you for providing FirstCarbon Solutions (FCS) with this opportunity to submit a proposal to provide environmental consulting services for the redevelopment of the Costa Mesa Motor Inn site into a 216-unit apartment complex (Proposed Project), proposed by Century Quality Management (Applicant). FCS understands that the processing of the Proposed Project through the California Environmental Quality Act (CEQA) review process is on a fast track timeline. Our understanding of the Proposed Project is based on the information in RFP No. 15-012, our familiarity with the project vicinity including similar projects in the area, and experience in successfully executing projects within the Orange County Region. We understand that the operation of the existing hotel has provided a long-term occupancy option and affordable housing for some residents within the City, but has also resulted in unsanitary living conditions and numerous calls for police services.

As discussed further in our proposal, FCS will provide services for the preparation of an Initial Study (IS) document, pursuant to the California Environmental Quality Act (CEQA) Guidelines. Based on a review of the site condition and the proposed development proposal, FCS concurs with City staff that a Mitigated Negative Declaration could be the appropriate environmental document to adequately address potential environmental effects of the Proposed Project.

To strengthen FCS' services, our team includes Rick Engineering, Leighton Consulting, and Environmental Assessment Specialists (EAS). Rick Engineering will provide peer reviews of the traffic and hydrology/water quality evaluations. Leighton Consulting will provide a geotechnical constraints evaluation, and EAS will conduct a hazardous materials assessment of the project site and surrounding area.

Members of the FCS team will be available via telephone, e-mail, smartphone, and fax, allowing us to immediately respond to project, staffing, or public emergencies. We are also available to attend or lead day and evening meetings. The FCS team of consultants is accustomed to frequent after-hour interactions with our clients to ensure that we deliver the highest level of services. The close proximity of our Irvine headquarters to the City's offices and the project site can facilitate our coordination with the City and immediately respond to any project-related emergencies.

FCS has the ability to meet the indemnity and insurance requirements presented in the RFP, and we do not have any conflicts or non-acceptability to the terms and conditions of the City's standard agreement, including all attachments to the agreement. Should you need additional information regarding this submittal, please contact me at 714.508.4100.

[1]For Contracting purposes, FCS continues to do business under the Tax ID number of Michael Brandman Associates #95-3782289

Thank you for considering this proposal. We look forward to working with you on this project.

Sincerely,

Michael E. Houlihan, AICP
FirstCarbon Solutions
250 Commerce, Suite 250
Irvine, CA 92602

FirstCarbon® SOLUTIONS

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PROJECT UNDERSTANDING

Century Quality Management ("Applicant") proposes to redevelop the approximate 4.05-acre site at 2277 Harbor Boulevard, north of the intersection of Wilson Street and Harbor Boulevard. The project site is currently developed with the Costa Mesa Motor Inn motel, which is a two-story building featuring 236 rooms and surface parking. The site is currently zoned General Commercial. Residential and commercial uses occur immediately to the south of the site, which includes an auto repair business and a Taco Bell at the northwestern corner of the Harbor Boulevard and Wilson Street intersection. The Ala Moana Apartments and several single family homes occur west of the commercial uses along Wilson Street, adjacent to the southern portion of the site. Single family homes occur immediately west of the site, and the Costa Mesa Golf Course is located to the north of the site. Harbor Center, a commercial shopping center, occurs to the east of the site, along Harbor Boulevard.

FCS understands that the applicant would demolish the existing motel and construct a new 216-unit apartment complex, with a development intensity of 54 dwelling units per acre. The apartment complex would consist of a four-story structure and a parking structure containing 478 parking spaces. The proposed project would require a General Plan Amendment, a rezone, design review, and the approval of a demolition permit, grading permit, buildings permits, and a construction management plan.

The applicant has prepared a preliminary traffic study, which has indicated that the proposed project's trip generation would not result in traffic impacts to nearby intersections that could not be reduced with mitigation. The scope of work provided below assumes that the final traffic study would confirm that all traffic-related impacts would be mitigated to a less than significant impact.

SCOPE OF WORK

FCS has identified the following scope of work for the Initial Study (IS)/MND to respond to the City's objectives for this project and process:

Task 1 – Project Initiation

The FCS project manager will attend a kickoff meeting with the applicant's project team and the City. The purpose of the meetings is to discuss project plans, identify data requirements, and coordinate activities, and to ensure that the deliverable schedule is consistent with the overall project timeline. As part of this task, FCS will perform a project site reconnaissance to review site conditions vis-à-vis project plans. FCS will also review technical studies and background information provided by the City/Applicant as received, and will provide prompt feedback as to their adequacy for use in the IS/MND.

Deliverable:

- Kick-off meeting

Task 2 – Project Description

FCS will prepare a complete Project Description for City/Applicant review and approval, and ensure that it clearly describes and illustrates the proposed development activity, required discretionary approvals, and any other pertinent information.

Deliverable:

- Project Description

Task 3 – Prepare 1st and 2nd Screencheck IS/MND

FCS will then prepare a complete CEQA Screencheck Draft IS/MND for City review. The IS/MND format will include a discussion of each Environmental Checklist impact category and will be adequately supported by documentation. Following is a discussion of the scope of work for each issue.

Aesthetics – The project site is adjacent to one- and two-story residential and commercial uses. Harbor Center, across Harbor Boulevard from the project site, features distinctive modern architectural elements. Due to the height of the proposed structure in relation to the adjacent residences, FCS will conduct a shade and shadow analysis, that will determine the potential shade/shadowing effects during the morning, noon, and evening conditions. The shade and shadow analysis will be included in the IS/MND text, this scope of work does not assume the preparation of a separate shade and shadow technical report.

Agriculture and Forestry Resources – There are no agriculture or forest resources on the project site. This issue will be briefly discussed.

Air Quality/Greenhouse Gas - An evaluation of construction and operational air quality and greenhouse gas emissions will be prepared. A localized and regional analysis will be prepared in accordance with the South Coast Air Quality Management District. The construction and operational assumptions and model runs will be provided in the technical appendices. This scope of work does not assume preparation of a health risk assessment.

Biological Resources – The site is fully developed with the existing hotel use. With the exception of existing ornamental landscaping, no natural habitat is expected to occur on the site. Based on the Request for Proposal, the City will be providing information regarding biological resources to document current conditions and potential impacts. FCS will incorporate the information provided by City staff.

Cultural Resources – The site has been disturbed by previous construction activities associated with the existing motel. FCS will contact the Native American Heritage Commission to obtain a sacred lands record search and a list of tribes to contact for site information. FCS will incorporate background information provided by City staff and information obtained through the records search into the Initial Study.

Geology and Soils – The project site contains relatively flat terrain and the majority of the site contains impervious surfaces. A geotechnical evaluation report will be prepared by Leighton Consulting, Inc,

which identifies geologic and seismic hazards at the project site that may affect development of the proposed project. The evaluation will include the following:

- Review of available published documents and geology maps in our in-house library that are relevant to the site and vicinity. Leighton maintains an extensive library that covers over 50 years of local data. The literature review will include a review and analysis of available borings in the area, historical groundwater data, seismic hazard maps and historical aerial photographs of the site.
- Site reconnaissance to evaluate the current site conditions and to observe any potential geotechnical constraints.
- A computer-based deterministic and probabilistic analysis for the major active and potentially active faults in the region. The analysis is a site-specific evaluation of ground motion that may impact the site due to earthquakes occurring along active faults within a 100 km (about 60 mile) radius at the site.
- Geotechnical analyses of the collected data with respect to the proposed development.

The results of this investigation will be summarized in the IS/MND and the geotechnical evaluation will be provided as a letter report that will be included as an appendix to the IS/MND.

Hazards and Hazardous Materials – In order to evaluate the potential for the presence of hazardous materials at the site, a hazardous materials records search will be conducted by Environmental Assessment Specialists, Inc (EAS). The purpose of the records search and evaluation is to gather sufficient information to evaluate the property's environmental history and current status. The evaluation will compile the site history by using reference materials and aerial photographs, as appropriate. . The information will be summarized in the IS/MND.

Hydrology and Water Quality – FCS understands that a hydrology report and a preliminary water quality management plan has been prepared for the project. FCS' consultant (Rick Engineering) will conduct a peer review of each of the reports to ensure their adequacy to address impacts associated with this topic. The peer review will confirm compliance with the latest requirements of the Orange County MS4 permit, Order No. R8-2010-0062, NPDES Permit No. CAS618030 and as amended/replaced in a manner consistent with the practicable standard in association with preparing a project WQMP.

The hydrology and water quality documentation will be also be analyzed for the need of permanent project treatment control BMPs and their provisions for various alternatives.

Following the confirmation of the adequacy of the hydrology and water quality documentation, FCS will summarize the information from these reports in the IS/MND.

Land Use – Based on the Request for Proposal, land use information will be provided by the City, and FCS will incorporate the information into the IS/MND.

Mineral Resources – No mineral resources are known to occur on the project site; therefore, this issue will be briefly discussed in the IS/MND.

Noise – FCS will provide a comprehensive noise evaluation in order to address the potential impacts associated with noise. This evaluation will include short-term ambient noise monitoring at up to three locations in the project vicinity in order to establish the daytime existing noise environment for comparison to the City's land use and compatibility standards. The noise analysis will include an evaluation of both short-term construction, and long-term operational noise impacts. The noise evaluation will be included in the IS/MND, and the supporting data will be included in the appendices. This scope of work does not include the preparation of a separate noise study.

Population and Housing – Based on the Request for Proposal, population and housing information will be provided by City staff. FCS assumes that the information will identify whether the proposed project could result in a substantial change in the number of housing units or population within the City and whether the project could result in a substantial inducement of population or housing growth.

Public Services - Based on the Request for Proposal, public service background information will be provided by the City. FCS will supplement this information by consulting with Police, Fire, and other agencies as needed in order to determine whether existing facilities are adequate to accommodate the proposed development. FCS will incorporate the background information, as well as information provided by the public service agencies into the IS/MND.

Recreation – No recreational uses occur on the project site, and therefore, the project will not affect any existing onsite recreational uses. FCS will evaluate the project's potential to substantially affect existing recreational resources in the project vicinity due to an increase in demand caused by the project.

Traffic and Transportation – According to the Request for Proposal, the project applicant will be submitting a traffic report that identifies the project's potential impacts on the surrounding roadway network. In order to ensure that the traffic report adequately evaluates traffic impacts in accordance with CEQA, Rick Engineering will provide a peer review of the traffic report. The A summary letter will be prepared documenting the results of the review, with the goal of providing a statement that reviewer agrees with the results and recommendations contained within the traffic study.

Following the peer review of the traffic study, FCS will summarize the findings in the IS/MND. The traffic study and peer review letter will be included as an appendix to the document.

Utilities – FCS will coordinate with City staff and/or public utility providers to determine the current levels of service and the project's potential impact on the existing services. FCS will incorporate the public utilities information into the Initial Study.

FCS will prepare the 1st Screencheck Initial Study for review and comment by City staff and the Applicant. Five paper copies of the Screencheck Initial Study will be provided to the City. Documentation of consultation with Native American Indians will be included as an appendix to the Initial Study. FCS will also prepare draft versions of the Notice of Intent to Adopt and the distribution list based on input by

City staff. The draft versions of the Notice of Intent to Adopt and distribution list will be forwarded to the City by e-mail.

Information from the appended technical studies will be summarized in the checklist responses. FCS will prepare all required CEQA forms including Notice of Intent, Initial Study, and distribution list for review and comment by the City of Costa Mesa.

This task includes budget for the preparation of a 2nd Screencheck IS/MND based on comments received from City staff after review of the 1st Screencheck document.

Deliverable: *Five Paper Copies of the Screencheck IS/MND, Preliminary Hydrology Study, Preliminary Water Quality Management Plan, E-Mail of the Draft Notice of Intent to Adopt, and E-Mail of the Draft Distribution List*

Task 4 – Prepare Proofcheck Draft IS/MND

Following receipt of a consolidated set of City and Applicant comments on the Screencheck Draft IS/MND, FCS will make revisions as directed by City staff and in accordance with the overall scope of work. The Proofcheck Draft IS/MND will be prepared as a final print copy for review by City staff prior to printing, It is FCS' intent that this submittal will satisfactorily address all City staff comments on the Screencheck Draft.

Deliverable:

- Proofcheck IS/MND

Task 5 - Circulation of Draft IS/MND

FCS will incorporate any final revisions to the Proofcheck Draft requested by City staff and in accordance with our scope of work. No major comments on the Proofcheck Draft are anticipated from City staff. FCS will prepare and distribute up to 30 paper copies of the Draft IS/Proposed MND to the City, State Clearinghouse (SCH), local agencies/districts and surrounding jurisdictions, and local community groups pursuant to the notification and distribution list prepared by FCS and approved by the City. Unless otherwise specified by the City, the Appendices to the Draft IS/MND will be provided on CD with the document. The distribution will be made by certified mail and will include the Notice of Intent to Adopt, and Notice of Completion to the SCH and/or County Clerk. The City will be responsible for the newspaper notice for the IS/MND.

Deliverables:

- Draft IS/MND
- CEQA Notices

Task 6 – Prepare Responses to Comments

Pursuant to City of Costa Mesa policy, FCS will provide responses to all public and agency comments that raise substantive environmental issues associated with the proposed project and the Draft IS/MND. The responses will be substantive and thorough, and will be provided in a separate Response to Comments (RTC) document. FCS has budgeted approximately 40 hours for completion of this task. Following the City's review, FCS will finalize and mail the RTC document to public agencies and individuals that provided comments on the Draft IS/MND. FCS assumes up to 30 paper copies of the RTC document will be provided.

Deliverable:

Up to 30 paper copies and one Electronic Copy of the Responses to Comments Document.

Task 7 – Prepare Mitigation Monitoring Program

FCS will prepare Mitigation Monitoring and Program (MMPs) to comply with Public Resources Code Section 21081.6, for adoption by the City. FCS will submit one (1) reproducible copy of the MMRP to the Planning Department for inclusion within the City staff report.

Deliverables:

- Mitigation Monitoring Program

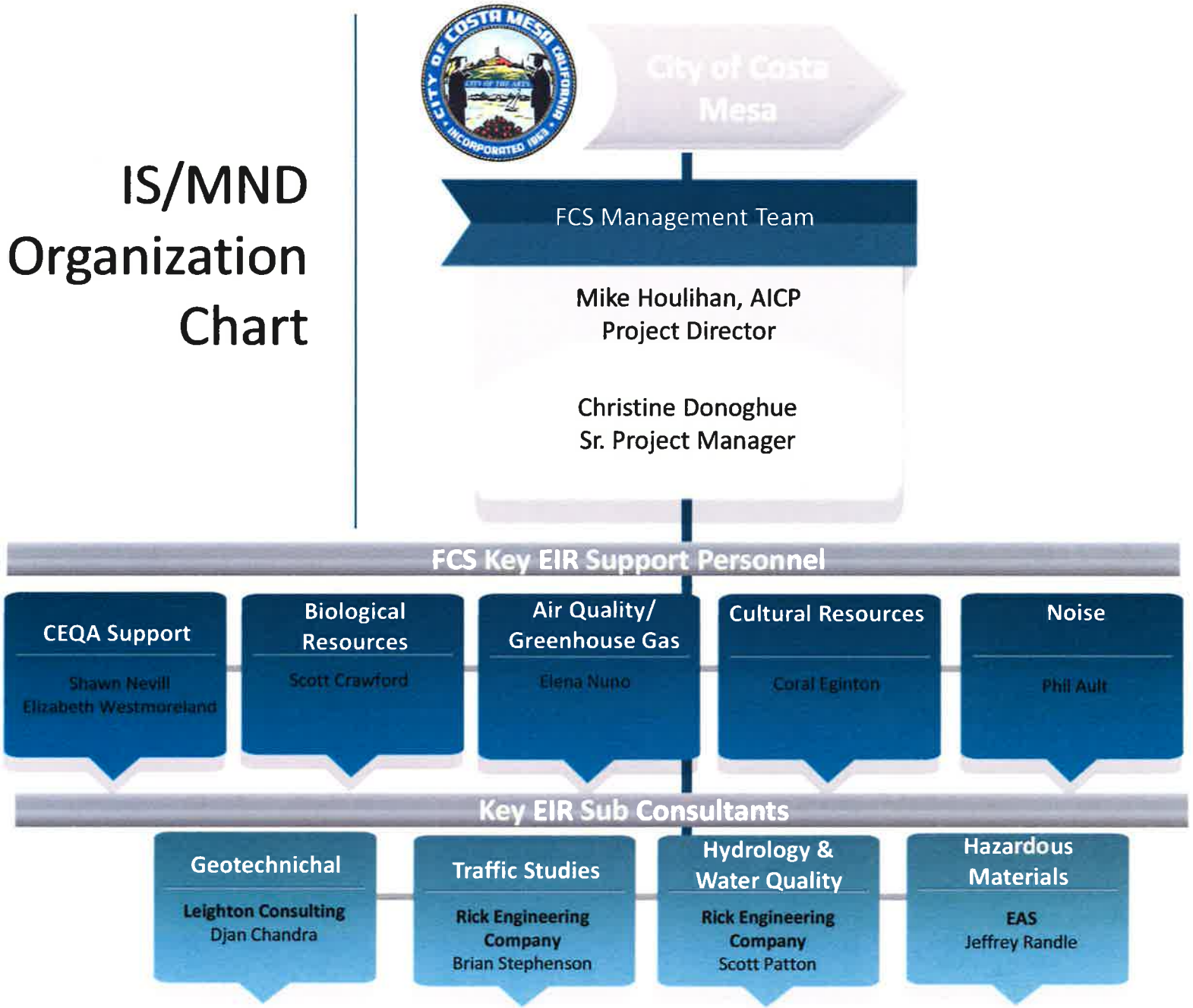
Task 8 – Meeting Attendance as Needed

In addition to the project initiation meeting which has been included in Task 1, FCS will attend up to two Planning Commission public hearings and one City Council public hearing if the Planning Commission's decision is appealed to the City Council. FCS will present the findings of the IS/MND and be available to respond to questions during the hearings. Additional meeting and hearings can be attended on a time and materials basis subject to prior approval by City staff.

Deliverable:

- Meeting attendance (cont.)

IS/MND Organization Chart



PROJECT TEAM EXPERTISE AND EXPERIENCE

FCS project teams are unique to the project at hand, and based on FCS' understanding of the anticipated skills sets needed, we have identified Key Staff Members for the project. FCS' project team includes experts in key environmental fields who provide the technical credibility to successfully produce the necessary technical studies and finalize a comprehensive environmental document. Resumes are located in Appendix A.

FCS Project Team

Project Director

Michael Houlihan, AICP will serve as the primary contact to both the Applicant and City, coordinate with subconsultants, and manage the FCS project team. He has over 29 years of industry experience that includes managing and preparing environmental documentation and/or performing planning studies for commercial and mixed-use developments, residential subdivisions, planned communities, water and wastewater facilities, transportation facilities, and schools/universities in California. His expertise includes management, preparation, and processing of environmental documents; land use compatibility analyses; shade and shadow analyses; traffic/circulation analyses; hydrology and water quality assessments; and assessments of public services and utility purveyors. He has also prepared various California Environmental Quality Act (CEQA) environmental documents including Categorical Exemptions (CE), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), Supplemental EIRs, Subsequent EIRs, and Addenda to Final EIRs. Mr. Houlihan has also prepared various National Environmental Policy Act (NEPA) environmental documents including Categorical Exclusions (CATEX), Environmental Assessments (EA), and Environmental Impact Statements (EIS).

Mr. Houlihan earned his Bachelor's Degree in City and Regional Planning from California Polytechnic State University.

Project Manager

Shawn R. Nevill is a project manager who focuses on environmental compliance documentation under the California Environmental Quality Act (CEQA). Since 2005, he has specialized in Environmental Impact Report processing and management for large infrastructure, educational, residential, commercial, and industrial projects throughout Southern California. Mr. Nevill's experience includes the preparation and management of Environmental Impact Reports, Mitigated Negative Declarations, due diligence reports, and Habitat Evaluation and Acquisition Negotiation (HANS) documents. Additionally, he has prepared and processed planning documentation, such as Specific Plans, Design Guidelines, General Plan Amendments, Zone Changes, and Substantial Conformance documents.

In addition to his experience, his practical understanding of contemporary environmental law helps him find solutions to the most complex environmental issues.

CEQA Support

Elizabeth Westmoreland received her Bachelor of Environmental Science Degree in the winter of 2013 with a minor focus on Spanish. Her academic highlights include receiving the Achievement Award, Presidential Scholarship, and being on the Dean's list since 2010. She is also the Founder, Board member, Educator, Sergeant at Arms, and Mediator for the Kappa Pi Zeta Environmental Sorority; a Committee member of the Maroon and Grey Student Ambassadors; and the New Member Selection Chair of Omicron Delta Kappa.

Air Quality

Elena Nuño, MA has eight years of experience. Her professional history includes working as an air quality specialist with the San Joaquin Valley Air Pollution Control District (SJVAPCD) where she assisted in the preparation of air quality attainment plans and was responsible for CEQA compliance for Air District rules and permits. As a project manager/air quality analyst in the private sector, Ms. Nuño has assisted with the preparation of numerous Environmental Impact Reports (EIRs) and Negative Declarations (NDs).Moreover, she has authored agricultural land conversion studies and Air Quality Reports and Climate Change Analyses for alternative energy, commercial, residential, and industrial projects.

Ms. Nuño, has assisted in numerous commercial and residential development projects with regulatory compliance for the SJVAPCD Rule 9510, Indirect Source Review. Ms. Nuño has prepared thorough Air Impact Assessments for projects to achieve maximum emission reduction credits for creditable onsite mitigation measures.

Biological Resources

Scott Crawford is currently a Senior Scientist and assists in the management of the natural resource team at FCS. His extensive experience in project related consultations with regulatory agencies including California Department of Fish and Wildlife (DFW), US Fish and Wildlife Service (USFWS), US Army Corps of Engineers (USACE), California Coastal Commission (CCC), and State Water Resources Control Board (SWRCB), California Energy Commission (CEC), Federal Energy Regulatory Commission (FERC), Department of Gas and Geothermal Regulations (DOGGR), Bureau of Land Management (BLM), and US Forest Service (USFS).

Cultural Resources

Coral Eginton is a professional archaeologist who is certified by the County of Orange and has recently submitted credentials to be a Registered Professional Archaeologist. She meets the Secretary of Interior's standards for historic preservation programs for archaeology. Ms. Eginton has seven (7) years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation and nautical archaeology. She has experience in compliance with the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the National Historic Preservation Act (NHPA), and the Archaeological Resources Protection Act (ARPA). Ms. Eginton has completed cultural resources projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival

research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production.

Noise

Philip Ault has conducted extensive research in environmental and energy topics including energy efficient project design, sizing of wind and solar PV hybrid generator systems, and project greenhouse gas emission impacts related to global climate change. Mr. Ault prepares stand-alone noise and air quality studies as well as studies in compliance with CEQA including global climate change analysis. He has also conducted extensive research into LEED for Neighborhood Developments, the newest tool developed by the U.S. Green Building Council as a standard for sustainable community design and development, and how such tools can blend with CEQA requirements. He is proficient with the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108), SOUND32 noise model, and FHWA Traffic Noise Model (TNM) 2.5. He is responsible for conducting field noise measurements with the Larson Davis models 720, 820 and 824 sound level meters in compliance with FWHA, FTA, and HUD standards.

Subconsultants

Traffic Peer Review

Brian Stephenson, PE, TE, PTOE (Rick Engineering Company) has a B.S. in Civil Engineering from the University of New York at Buffalo. Mr. Stephenson is a Registered Traffic Engineer (#2419) and Professional Traffic Operations Engineer (#2169) in California, and he is a Registered Civil Engineer in California (#69471), Arizona (#42520), New York (#080635), and Colorado (#0048708). He manages a team that provides a variety of traffic engineering services, including the preparation and review of traffic impact studies, signal plans, signing and striping plans, optimized network timing plans, accident analysis, and traffic control plans. With over 14 years of experience, Mr. Stephenson is well-versed with municipal traffic engineering and currently serves the City of Murrieta as the City's Consultant Traffic Engineer.

Hydrology/Water Quality Peer Review

Scott Patton, PE, QSD, QSP (Rick Engineering Company) has a B.S. in Civil Engineering from the University of Nevada, Las Vegas, is a registered Professional Civil Engineer (#77481) in California, and is Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP). Mr. Patton has over 14 years of experience and has served as a lead design and project engineer for water quality,transportation, and land development projects. His work experience includes the design and preparation of project plans, specifications and estimates (PS&E). Project task includes grading, earthwork, utilities, streets, drainage facilities and quantities and cost estimates. He has coordinated, prepared and submitted drainage study reports and water quality management plans (WQMP) for a variety of projects such as roadway improvements, residential subdivisions and commercial developments. He is experienced in conducting hydrologic and hydraulic analysis and designing drainage facilities such as inlets, storm drains and channels to mitigate storm water runoff flows. Mr. Patton is familiar with design standards relating to drainage design, water quality, and street, highway and interchange designs.

Geotechnical Evaluation

Djan Chandra (Leighton Consulting) brings 26yearsof experience in geotechnical services from the early planning, site investigation, laboratory testing, data analysis, report preparation through grading and construction of various types of civil facilities, including residential and commercial developments, transportation, governmental and utility projects. During this time, he has managed a wide range of projects including large-scale design-build projects, with varying geologic conditions and constraints, and has proven skills in scheduling, budgeting, and managing complex projects. Mr.Chandra's areas of expertise include foundation design, soil reinforcement, slope stability analysis, finite element analysis, and computer applications in geotechnical engineering. His extensive experience in design and application of geosynthetics reinforcements in geotechnical engineering, including oversteepened slopes, pavement subgrade stabilization, and segmental retaining walls has proven an asset on a variety of projects. He is familiar with various field monitoring equipment, such as inclinometer for slope monitoring, manometer level survey, and settlement plate.

Hazardous Materials

Jeffrey Randle (Environmental Assessment Specialists) has served as a senior project manager of environmental compliance for the construction of over 2,000 facilities over the last 10 years throughout California, Arizona, Utah, and Hawaii. Responsible for the organization of environmental hazardous assessments and geotechnical investigations.

FCS QUALIFICATIONS

Firm Description

Founded and incorporated in 1982 (California Corporation #1162594), FCS has provided hundreds of local government, state and federal agencies and private development clients with contract environmental services. We have prepared a full range of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) planning documents for a variety of projects including high-density residential developments, apartments, mixed-use retail, industrial, commercial, golf courses, residential subdivisions, planned communities, transportation facilities, schools, landfills, dams, reservoirs, correctional facilities, and waste treatment facilities. In addition to environmental planning services, we also provide air quality and greenhouse gas analysis, noise analysis, regulatory compliance, natural resource management, cultural resource management, and archeological services. FCS serves clients in the Western United States with a staff of approximately 70 full-time professionals from offices located in Irvine (Corporate Office), San Bernardino, Los Angeles, Fresno, Walnut Creek, Sacramento, Fresno, and a satellite office in Chico. Our client base is comprised of local land developers, contractors, homebuilders, private- and public-sector agencies, engineers, financial institutions, law firms, military, and academic institutions.

FCS consists of environmental resource leaders who possess vast knowledge of environmental regulations, laws, and compliance issues complemented by an in-depth technical understanding of their individual disciplines. Staff has hands-on experience managing complex projects with diverse challenges, including scheduling and logistics, public relations, long-term field efforts, and multifaceted legal and agency compliance issues. As testament to our skill level, FCS staff is regularly called upon to provide expert testimony, instruct at technical seminars, and lead conferences. We regularly present at Association of Environmental Professionals (AEP), American Planning Association (APA) and Urban Land Institute (ULI) conferences and workshops, instruct at local universities, participate in CEQA legal forums and provide updates regarding environmental law and agency regulations to our clients and industry partners.

Environmental Planning Services

FCS has prepared a full range of CEQA documents for a variety of projects including single-family and multi-family residential, mixed-use retail, industrial, commercial, golf courses, planned communities, transportation facilities, schools, landfills, dams, reservoirs, correctional facilities, and waste treatment facilities.

FCS understands the importance of providing our clients with professional, solution-oriented, cost-effective, and timely service. Our environmental planners have the technical credibility required for drafting high-quality documents that meet client expectations and agency requirements. We can address important environmental topics by providing the following services:

- Air Quality and Greenhouse Gas Emissions Analyses
- CEQA/NEPA Documentation

- Climate Action Plans
- Due Diligence Assessments
- Opportunities and Constraints Analyses
- Expert Witness Testimony
- Geographical Information Systems
- Green Building/LEED
- Hazardous Materials Risk Analyses
- Legislative and Policy Analyses
- Mitigation Monitoring Programs Noise Analyses
- Construction and Mitigation Monitoring
- Permit Processing (404, 1600, Sec. 7)
- Phase I Environmental Site Assessment
- Project Review and Processing Services
- Proponent Environmental Assessments
- Specific Plans
- Sustainable Community Analyses
- Transportation Corridor Analyses
- Wastewater Analyses
- Water Resources Management
- Renewable Energy Site Assessments
- Water Supply Assessments

FCS Relevant Project Experience and References

Below you will find a listing of our experience with similar protects along with the contact information for each, we welcome you to contact each client.

Placentia Avenue and 20th Street Live/Work Project for the City of Costa Mesa. FCS prepared an IS/MND for the Placentia Avenue and 20th Street Live/Work Project. The project consisted of 1.88 acres, which previously contained a commercial building and vehicle storage. The proposed project included the demolition of the onsite building, and the construction of a 36-unit live/work development. The project required the approval of an Urban Master Plan, Tentative Tract Map, and other associated permits. Included in the development were 6 loft units, 24 townhome units, and 6 duplex units.

Lighthouse Residential Project for the City of Costa Mesa. FCS prepared an IS/MND for an 89-unit residential and live/work project on Whittier Avenue for the City of Costa Mesa. The project required the demolition of existing industrial and residential structures on the project site. Significant issues with air quality, hazards and hazardous materials, hydrology, and noise.

Expanded Initial Study/Mitigated Negative Declaration of the CarMax Facilities for the City of Costa Mesa. FCS prepared an expanded Initial Study/Mitigated Negative Declaration for the construction of this new auto sales and service facility at Harbor Boulevard and I-405 for the City of Costa Mesa. The project required the demolition of an existing large retail center that provided acoustical shielding for

adjacent residential homes. Significant issues related to this project included traffic and 'cut-through' traffic, noise, lighting and glare, and construction phase air quality mitigation.

Metropolis Residential Project, Irvine, CA. FCS prepared a project Administrative Draft EIR and two subsequent Addendums to the Irvine Business Complex Vision Plan and Mixed Use Overlay Zoning Code Program EIR for this proposed mid-rise residential project with ground floor commercial/retail within the Irvine Business Complex. The project includes 457 high-density residences with 89 density bonus units for very low-income households in an area originally containing high-rise offices as well as industrial and support businesses. Applications for a Conditional Use Permit for Transfer of Development Rights (TDR), Tentative Tract Map, and Park Plan were also under consideration. The site consisted of two parcels of land totaling 7.34 acres, to be subdivided for residential units, ancillary retail, supporting parking and recreational areas.

The applicant subsequently requested the City modify the approved Metropolis project to: 1) add an additional level of subterranean parking, 2) change the exterior building elevations, 3) add a 3-bedroom unit type, 4) increase building heights and 5) add an additional parking garage entrance added to the A Street (internal roadway). A second Addendum (CEQA Guidelines 15124) was prepared because some changes or additions to the previous Addendum to the EIR were necessary, but none of the conditions calling for a subsequent EIR would occur.

Citrus Grove Apartments – City of Orange. FCS prepared a mitigated negative declaration for an infill residential project in the City of Orange. The project included two three-story apartment buildings and another apartment building with two and three story elements each separated by landscaping and surrounding by surface parking. The project included a total of 57 residential apartment units. The primary issues that were addressed included traffic, parking, aesthetics/views, and land use compatibility.

2501 Alton Project, Irvine, CA. FCS has been retained by the City to prepare an Addendum to the IBC Vision Plan and Mixed Use Overlay Zone EIR for the 2501 Alton Project. Equity Residential has submitted applications to develop a residential apartment project on the north side of Alton Parkway between Jamboree Road and Von Karman Avenue in Planning Area 36 (IBC). The existing site at 2501 Alton includes an existing commercial building occupied by 'US Best' on an approximately 1.85 parcel (APN 435-061-15). The Applicant is filing Conditional Use Permit and Park Plan applications to allow the development of approximately 154 residential apartment units. The project consists of a multi-story building wrapped-around a multi-level parking structure. The very low and low income affordable housing requirements will be met by transferring affordable housing credits from 2552 Kelvin in the IBC. A request for a Transfer of Development Rights is also contained within this application.

Alton and Millikan Apartments Project, Irvine, CA. FCS prepared this Addendum to the ICB Vision Plan and Mixed Use Overlay Zone Program EIR for a residential apartment project at the northwest corner of Alton Parkway and Millikan Avenue, on a 2.19 acre site in Planning Area 36 (IBC). The existing site at 16931 Millikan includes approximately 14,863 square feet of office use, 4,073 square feet of industrial use and 7,971 square feet of zoning potential. The applicant is filing Conditional Use Permit and Park Plan applications to allow the development of 190 residential apartment units, of which 9 units will be

affordable to moderate income households. The project consists of a 5-story (plus lofts) building wrap-around a 7-level parking structure (331 spaces) with roof top garden. The very low and low income affordable housing requirements will be met by transferring affordable housing credits from 2552 Kelvin in the IBC. A request for a Transfer of Development Rights is also contained within this application.

Initial Study/Mitigated Negative Declaration (IS/MND) for the Andalucia Country Club Apartments located in Mission Viejo for Watermarke Properties, Inc., FirstCarbon Solutions (FCS) prepared an Initial Study to assess the potential environmental impacts associated with the Andalucía Mission Viejo project and a MND to provide adequate environmental analysis related to the construction and operational activities of the proposed project. The proposed project site is located on a 7.12-acre site adjacent to Oso Parkway at Montanoso Drive in the City of Mission Viejo. Watermarke Properties proposed to construct a 256 unit multifamily residential development with a golf clubhouse and related recreational features, specifically, development consisted of two independent multifamily communities designed to operate either as a single community, or alternatively, as two separate communities. As part of the project, the banks of Oso Creek within the project site will be stabilized, and the channel will be restored and enhanced to create an attractive greenway area of approximately 1.3 acres within the creek floodplain easement. A greenhouse gas emissions study was prepared by FCS for this project.

Uptown Village MND, Anaheim, CA. FCS prepared the Initial Study/Mitigated Negative Declaration for this 4.26-acre mixed-use development project located at the northwest corner of Anaheim Boulevard and Lincoln Avenue. The proposed project will include both residential and commercial retail uses, ancillary amenities, and associated parking spaces. The project site is located approximately one-tenth mile southeast of the City of Anaheim City Hall and directly adjacent to Pearson Park to the northwest. The project site is currently developed with an existing approximately 15,000 square foot, two-story building and parking lot associated with previous AT&T operations.

Per the General Plan, the project site is located in the Anaheim Colony Historic District, and as such, development would fall under the provisions of the Anaheim Colony Vision, Principles and Design Guidelines. In addition to the Anaheim Colony, the project area is also designated as the Alpha Downtown Redevelopment Area. The site is presently zoned General Commercial (C-G) and Transition (T) and designated Mixed-Use by the General Plan. Development of the site as proposed will require a zoning change to the Mixed-Use Overlay Zone. Mixed-use development projects such as the proposed project require a conditional use permit (CUP) in the Mixed-Use Overlay Zone.

The proposed project includes the following primary components:

- Development of 220 apartment units comprised of 39 studio, 103 one-bedroom, and 78 two-bedroom units. 16,680 square feet of retail space would accompany the 220 apartment units;
- Various ancillary uses, including leasing office, clubhouse, fitness center, outdoor swimming pool, and courtyards;
- Approximately 500 parking spaces to accommodate residents, visitors, and retail consumers, located both in the parking garage and on the ground floor adjacent to Cypress Street.

Initial Study/Mitigated Negative Declaration for the South Coast Home Furnishing Centre Project, Costa Mesa, CA. FCS was contracted to conduct an IS/MND to evaluation the potential environmental impacts associated with the development of the South Coast Home Furnishings Centre. The proposed project is the development of 312,540 square feet of commercial uses that collectively comprise the South Coast Home Furnishings Centre on a 21-acre parcel.

WORK SCHEDULE AND BUDGET

Schedule

FCS has prepared the following schedule outlining the anticipated timing of each task.

Work Task/Milestone	Date of Completion
Task 1 – Project Initiation	March 11, 2015
Task 2 – Prepare Project Description	March 11, 2015 through March 18, 2015
Task 3 – Prepare 1st and 2nd Screencheck IS/MND Submit 1st Screencheck IS to City Staff (May 6, 2015) Receive Comments on 1st Screencheck IS/MND (May 20, 2015) Submit 2nd Screencheck IS to City Staff (June 3, 2015) Receive Comments on 2nd Screencheck IS/MND (June 10, 2015)	March 18, 2015 through June 10, 2015
Task 4 – Prepare Proofcheck Draft IS/MND Submit Proofcheck Draft IS/MND to City Staff (June 17, 2015) Receive Circulation Approval of Draft IS/MND (June 22, 2015)	June 10, 2015 through June 22, 2015
Task 5 – Circulation of Draft IS/MND Begin 30-Day Public Review Period (June 25, 2015) End 30-Day Public Review Period (July 24, 2015)	June 22, 2015 through July 24, 2015
Task 6 – Prepare Responses to Comments	July 24, 2015 through August 7, 2015
Task 7 – Prepare Mitigation Monitoring Program	July 24, 2015 through August 7, 2015
Task 8 – Meeting Attendance	August 2015

Fees

The fees for the proposed project are provided below. The proposed fee is based upon the scope of work described herein, and includes all labor and direct costs. Fees will be billed on a time and material basis, with the following budgets established for the listed tasks. A breakdown of the number of the hourly rates, number of hours estimated and total costs per employee are provided in the Pricing Proposal Form Attachment, included in Appendix C.

TASK	FEES
Professional Labor	
Task 1 – Project Initiation	$975
Task 2 – Project Description	2,365
Task 3 – Prepare 1st and 2nd Screencheck IS/MND	21,235
Task 4 – Prepare Proofcheck Draft IS/MND	3,600
Task 5 – Circulation of Draft IS/MND	2,520
Task 6 – Prepare Responses to Comments	5,760
Task 7 – Prepare Mitigation Monitoring Program	700
Task 8 – Meeting Attendance	3,910
Subtotal Professional Labor	**41,065**
Direct Costs	
Hazardous Materials Assessment (EAS, Inc.)	$2,200
Hydrology/Water Quality Peer Review (Rick Engineering)	2,100
Traffic Peer Review (Rick Engineering)	2,100
Geotechnical Constraints Analysis (Leighton and Associates)	5,175
Reprographics/Document Production	2,310
Mileage, Delivery, Postage	670
Administrative Fee (10 percent)	1,455
Total Direct Costs	**16,010**
FCS Estimated Fees	**57,075**
Contingency (5%)	**2,853**
FCS Professional Fee Not to Exceed	**$59,929**

Assumptions

The assumptions used in calculating the above fees are:

1. The proposed professional fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.
2. City Staff will be responsible for distribution of public review documents.
3. This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
4. Costs have been allocated to tasks, based upon FCS' proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
5. The FCS Project Director will be the primary representative at the project meeting and public hearing.
6. Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the documents (paper and/or digital CD) that the applicant team or City Staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Scope of Work Modifications

FCS assumes a stable and complete project description and project plan set at project initiation. In the event the project description and/or scope of work change to a degree that alters the fee estimate, FCS will contact the applicant team or City Staff in writing to submit a revised fee for mutual agreement, and a contract amendment will be processed. Requests for additional work will be documented, and a completion timetable and estimated fee will be submitted for applicant team or City approval.

Payment Schedule

FCS proposes invoice billing on a monthly basis, with an indication of the "percent complete" toward each task. Invoices are due and payable within 30 days of receipt.

Hourly Labor Rates

President/Vice President	$240 - 285
Director	160- 270
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	110 - 180
Project Manager/Regulatory Scientist	100 - 150
Assistant Project Manager/Assistant Regulatory Scientist	80 - 120
Environmental Planner/Project Ecologist/Biologist	70 - 95
Environmental Analyst/Regulatory Analyst	60 - 90
Research Analyst/Staff Ecologist	50 - 75
Senior Archaeologist/Paleontologist	95 - 135

Project Archaeologist/Paleontologist/Principal Investigator, Historian	85 - 110
Project Coordinator	65 - 90
Architectural Historian/Staff Archaeologist	65 - 95
Field Director/Crew Chief/Supervisor	65 - 80
Laboratory Director	65 - 80
Field Monitors/Laborer	40 - 55
Laboratory Assistant	40 - 55
Publications Coordinator/Technical Editor	90 - 115
GIS Analyst	70 - 130
Graphics Designer/GIS Technician	65 - 80
Word Processor	65 - 80
Administrative Assistant/Accounting/Clerical	55 - 80
Reprographics Assistant/Intern	45 - 60

Other Labor Rates

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two (2) times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

Direct Expenses

Direct expenses are billed at the amount charged, as described below, plus a 10% administration cost.

- Out-of-pocket expenses - including, but not limited to, travel, messenger service, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS.
- Subcontractors' fees: As quoted.
- Passenger cars: $0.565 per mile.
- Four-wheel drive vehicles: $75.00 per day ($0.565 per mile).
- Reproduction and Color copies: See Reprographics Fee Schedule provided as necessary.
- Records checks: fees vary with facility and project.
- USFWS/CDFG impacts or mitigation fees.
- Museum curation: fees vary with the location and project.
- Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS.
- Per Diem: $145.00/per day. Lodging surcharge may apply in high rate areas.

Terms: Compensation and direct expenses are invoiced monthly and are payable upon receipt.

Appendix A: Resumes

Michael E. Houlihan, AICP

Associate Director of Environmental Services

Overview

- 27 Years Experience
- Bachelor's degree, City and Regional Planning – California Polytechnic State University, San Luis Obispo
- Certified Planner, California

Michael Houlihan, AICP has 27 years of industry experience that includes managing and preparing environmental documentation and/or performing planning studies for schools and universities, small-scale commercial developments, large research parks, hillside developments, landfills, and other infrastructure-type facilities in California. His expertise includes management, preparation and processing of environmental documents; land use compatibility analyses; shade and shadow analyses; traffic/circulation analyses; hydrology and water quality assessments; and assessments of public services and utility purveyors.

Related Experience

Residential Development

Uptown Village Mitigated Negative Declaration | City of Anaheim. Project Manager for the Mitigated Negative Declaration for the development of 220 studio, one-bedroom, and two-bedroom units, along with 18,000 square feet (sq ft) of commercial/retail space. The proposed project would redevelop a highly visible vacant and blighted property in the center of the City, while helping the City meet its future housing needs goals. The project is located on approximately four acres, includes a four-story multi-family residential complex with a parking structure and surface parking.

Mitigated Negative Declaration for the Cultural Gardens Senior Housing Development | City of Westminster. Project Manager for the Mitigated Negative Declaration for the development of 270 senior housing units along with an approximately 40,000-square-foot Community Resource Center recreational facility on approximately 5.3 acres. The construction of 270 units of senior housing would include a mix of studio, one bedroom, and two bedroom units. Access to the site continued to occur off of Bolsa Avenue, with additional access provided along the western perimeter of the site at the existing terminus of Sinclair Avenue. Demolition of the existing retail kiosks on a portion of the site was required. Project implementation required approval of a CUP, site plan, area variance, and design review. The primary environmental issues associated with the project included access, traffic, parking, air emissions, and noise.

Citrus Grove Apartments | City of Orange. Directed the preparation for the Mitigated Negative Declaration for an infill residential project in the City of Orange. The project included two three-story apartment buildings and another apartment building with two and three story elements each separated by landscaping and surrounding by surface parking. The project included a total of 57 residential apartment units. The primary issues that were addressed included traffic, parking, aesthetics/views, and land use compatibility.

Driftwood Estates EIR, City of Laguna Beach. Managed the preparation of the Draft EIR for this project for the development of a 228-acre sub-division parcel in the City of Laguna Beach. This was a highly controversial project, as the custom homes would be built on ocean view lots, in a sensitive habitat area. The issues related to development of the project included geology and soils, hydrology/water, biological resources, traffic and circulation, air quality and noise.

Initial Study and Mitigated Negative Declaration for the Kunny Ranch Property in the City of Riverside. Managed the preparation of an Initial Study to identify the potential environmental impacts associated with the development of residential Tentative Tracts 33028 and 33029. The tracts encompass a 149-unit single-family residential community on an undeveloped 143-acre site, referred to as the Kunny Ranch Property, located in the City of Riverside, Riverside County, California. The document was prepared in accordance with the California Environmental Quality Act and the State Guidelines and included recommended mitigation measures to reduce potential adverse environmental impacts to less than significant.

15-Lot Single Family Development EIR, City of Diamond Bar. Managed the preparation of a focused EIR that included an evaluation of potential geology, hydrology, biological resources, cultural resources, and aesthetic impacts for a 15-lot single family development on approximately forty-four acres in the city of Diamond Bar. The proposed grading plan required substantial offsite grading including the lowering in elevation of the approved Windmill Road and the approved (but not constructed) lots on Tract 48487. The grading plan resulted in additional impacts within Tract 48487.

Willow Bend Residential Development EIR, City of El Centro. Directed an EIR for the Willow Bend residential development project for the City of El Centro. The project is located within the County of Imperial within the Sphere of Influence of the City of El Centro. Project implementation includes annexation, a zone change from County zoning, General Agriculture/Urban Overlay (A2U) to City zoning Single-Family Residential (R-1), and the subdivision of approximately 38 acres to allow for the development of 120 residential units on 6,000-square-foot lots and approximately 2.08 acres of parkland/retention basin and parkland by the DR Horton, Inc. Environmental issues addressed in the EIR included agricultural resources, air quality, biological resources, hazards and hazardous materials, noise, public services, recreation, and transportation/traffic.

Environmental Impact Report (EIR) for the Miller-Burson Residential Development Located in the City of El Centro. Directed an EIR for the Miller Burson residential development project which comprises approximately 160 acres of farmland to be converted into 572 lots; to allow for the development of 570 single-family residential units on 6,000 square foot lots, approximately 4.71 acres of public parkland/retention basin, and the dedication of approximately 7.06 acres for an elementary school. Surrounding land uses included vacant land and a single-family residential subdivision that was under construction to the north; Interstate 8 and farmland to the south; single-family residences to the east and farmland with associated shops and ancillary buildings to the west.

Eagle Meadows Development Draft EIR. As project manager, prepared the Draft EIR for The Eagle Meadows development, which included a subdivision map for approximately 478 lots on approximately 120 acres for single family residential development, a General Plan Amendment to the Land Use and Circulation Elements, a zone change, and tentative tract map. In addition, the proposed tentative tract map depicts a detention basin, and three lots for open space purposes. The project site is currently vacant and has been historically left fallow or used as marginal grazing land. There is evidence of past unauthorized off-road vehicle use of the project site. The site borders State Route 184 to the south, a future arterial (Vineland Street) to the west, State Route 178 to the north, and the Mesa Marin Raceway and a baseball field complex use to the east. Issues associated with this project included noise, traffic, hazardous materials, biological resources, geology, air quality, archaeological resources, and paleontological resources.

Environmental Impact Report for the Sky 19 Development for the City of Bakersfield. Directed services to the City of Bakersfield to assist in completion of the Environmental Impact Report for the Sky 19 Development. This project consists of a parcel map subdividing of approximately 600 acres, located within Section 19 of Township 29S, Range 29E MDBM of the United States Geologic Service 7.5-minute Oil Center topographic quadrangle map, into parcels for future subdivision into tract maps that could ultimately contain up to 1,600 dwelling units at final build out, and approximately 25 acres of neighborhood and community parks. The existing Metropolitan Bakersfield General Plan designation of the site is Low Density Residential (LDR). The current zoning is One Family Dwelling (R-1). The project site is bordered by State Route 178 to the north,

College Drive to the south, Kern County Road (SR-184) to the southeast, a future arterial (Vineland Road) to the east, Morning Drive to the west, the proposed Highland Knolls Drive bisects the project site and Kern County Road (SR-184) is located south and east of the project site. Issues associated with this project consist of air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, noise, traffic, and water supply. MBA works closely with the City of Bakersfield to establish thresholds of significance for each environmental issue addressed in the EIR. MBA will conduct an environmental analysis of the proposed project to include the documentation of baseline conditions, conducting project and cumulative impact evaluations, and formulating mitigation measures for each environmental issue.

Planned Communities

City In the Hills Project, City of Bakersfield. Served as the project manager for the Hills project located in the northeastern portion of the City of Bakersfield in Kern County. The proposed land uses for the project site included 565 acres of residential and 97 acres of commercial uses on a 694-acre site. The project also included a portion of land dedicated for freeway development for the right-of-way alignment of State Highway 178 (Kern Canyon Freeway). The primary environmental issues included land use, biological resources, traffic and circulation, noise, air quality, cultural resources, hazardous materials compliance, public services and utilities, and aesthetics.

South of Brimhall Road Project, City of Bakersfield. Managed the preparation of the EIR for the project which is located in the northwestern portion of the City of Bakersfield in Kern County, CA. The project consists of approximately 759 acres including 2,952 single family residences, 292 multiple family units, 255,000 square feet of commercial uses, and ten acres of open space. The project included a General Plan Amendment, zone change, and an amendment to the Kern River Element Plan. The primary environmental issues included traffic and circulation, hazardous materials, biological resources, farmland conversion, air quality, and noise.

Oak Creek Community, City of Irvine. Managed the preparation of an EIR for a mixed-use project for the City of Irvine. The primary project approval addressed in the EIR was a zone change to allow a maximum of 4,050 residences; approximately five-million square feet of commercial, industrial, and institutional uses; as well as the Oak Creek Golf Course on approximately 1,200 acres. The buildout of the project was estimated to take 15-25 years.

Point San Diego Hotel, San Diego County. Assisted in the management of a hotel/resort development EIR for a 653-acre Specific Plan for a destination resort containing resort suites, restaurants, offices, residences, a golf course, and other resort-related recreational facilities, in the unincorporated Community of Spring Valley in San Diego County, CA

The Canyons Project EIR. Project Manager to prepare a Final EIR (FEIR), for the development of a mixed-use residential community on approximately 890 acres, that included approximately 1,280 single-family residential dwellings, 120 multi-family residential dwelling units, a 7.45-acre site for general commercial development, a 29-acre site for semi-public recreation, a private recreation center, two 5-acre public parks, 8.75 miles of public trails, 2 miles of public bike path, and approximately 273 acres of open space. The project also included construction of off-site roads and public utilities. Public utilities to the site and within the site included domestic water, sewer, electricity, telephone, natural gas, and cable television. Two off-site access roads will be constructed that link the site to arterial roadways. The project requires the amendment to the Land Use and Circulation Elements of the General Plan, amendment of the Northeast Bakersfield Specific Parks and Trails Plan, rezoning, a vesting Tentative Tract Map, and a Parcel Map. The environmental issues associated with the project included Traffic, Noise, Air Quality, Biological Resources, Geotechnical/Soils, Phase I & II Investigations, Paleontology, Cultural Resources, Hydrology/Drainage, Sanitary Sewer and a Conceptual Grading Plan.

Rancho Cucamonga IASP Sub-Area 18 Specific Plan EIR. Project manager for the preparation of an EIR for a 380-acre mixed use development including a hotel conference center, retail, restaurant and entertainment,

office, research and development, and light industrial use centered on an 18-hole golf course (Empire Lakes Golf Course).

Educational Facility Planning and Environmental Analysis

Mitigated Negative Declaration for Cypress High School, City of Cypress. Served as Project Manager for a school site Environmental Impact Analysis. The project proposed to update and modernize various school facilities in the Anaheim Union High School District and construct a new practice gymnasium, replace portable classrooms with permanent classrooms and build new science laboratories.

Otsuka Elementary School Mitigated Negative Declaration, City of Santa Ana. Project Manager for the development of a 6.5-acre school site. The proposed school will provide capacity for approximately 850 students (kindergarten through fifth grade). The full-time and part-time staff employment will be approximately sixty-six persons. The proposed project included the construction of four play fields, one parking lot, classroom buildings (including administration and a library) and a multi-purpose building consisting of an assembly room, dining facilities, and a covered lunch shelter. The primary issues addressed in the MND included air quality, cultural resources, hazards and hazardous materials, noise, and traffic.

Mitigated Negative Declaration for John F. Kennedy High School, City of La Palma. Served as Project Manager for the project. Project plans proposed replacement of portable classrooms in the Anaheim Union High School District with permanent classrooms and other new construction including two science labs, four computer labs, an auditorium that can seat approximately 1,000 people, as well as a video production center, an additional practice gymnasium with limited locker and shower facilities, outdoor lunch shelters and an indoor multi-purpose area with seating for approximately 300.

Mitigated Negative Declaration for Oxford Academy, City of Cypress. Functioned as Project Manager for the project. The school serves grades 7-12 and is designed to prepare students for a successful experience at a four-year college or university. Modernization of this campus in the Anaheim Union High School District included a new gymnasium, a comprehensive library/media center, two additional science labs, an additional computer lab, instrumental and choral music rooms, and new facilities for the Business and Health Academies. Technical studies prepared for the school sites included Traffic, Air Quality, and Noise.

Santa Ana New High School #6 Environmental Impact Report, City of Santa Ana. Managed the production of an EIR for the proposed new high school. The project included plans to increase the school's capacity to 2,500 students, grades 9 through 12. Also included are eighty-six classrooms, administrative offices, library/media center, multi-purpose building, basketball/wrestling gym, athletic fields and related facilities, lighting and stadium seating for a football/track field, 50-meter length pool with bleacher seating, and surface parking for 629 automobiles. The primary issues addressed in the EIR include traffic, air quality, light and glare, hydrology and drainage, cultural resources, and noise.

Palos Verdes Unified School District Environmental Impact Report. Project manager for the preparation of an EIR for the proposed project. The proposed new high school and relocation of existing district facilities involved three sites: Palos Verdes High School site, Margate site, and Dapplegrey site. The Palos Verdes Unified School District proposed to open a 2,200 student capacity high school on the existing Palos Verdes High School site. An intermediate school, two pre-schools and special education classes will be relocated as a result of the new high school.

Pomona Unified School District EAs and MNDs. Managed the preparation of EAs and processed MNDs for two new elementary schools and an expansion of an existing elementary school for the Pomona Unified School District.

Water/Wastewater Projects

Los Osos Wastewater Project EIR, County of San Luis Obispo. Currently managing the preparation of an EIR for the construction and operation of a wastewater facilities project in the Community of Los Osos in San Luis

Obispo County. The purpose of the project is to alleviate groundwater contamination due to problematic septic systems in the community. The Regional Water Quality Control Board – Central Coast Region (RWQCB) determined in 1983 that contamination in excess of State standards had occurred in the groundwater basin. In 1988, the RWQCB established a discharge moratorium for a portion of the Los Osos area known as the RWQCB Prohibition Zone which halted new construction or major expansions of existing development until a solution to the water pollution problem is provided. The EIR for the Los Osos Wastewater Project includes an evaluation of four separate projects that consist of collection, treatment, and disposal systems. Various technical studies are being prepared to address potential impacts associated with a new wastewater system. These technical studies include groundwater quality and water supply, surface water quality and drainage, geology, biological resources, cultural resources, air quality and odors, climate change, and traffic. Other issues that are addressed in detail in the EIR include land use, agricultural resources, public health and safety, visual resources, noise and growth inducing. Evaluation of four separate alternative projects will provide the County of San Luis Obispo options to solve the water pollution problem.

Friant-Kern Canal Realignment, City of Bakersfield. Managed the preparation of a categorical exclusion in accordance with NEPA for the realignment of the Friant-Kern Canal. The lead agency for NEPA is the Bureau of Reclamation. The project is located in the vicinity of the future intersection of Calloway Drive and Olive Drive. The detailed technical reports prepared for the project included a cultural resources assessment and a biological assessment.

Hansen Dam Water Conservation and Supply Study EIS/EIR. Managed the preparation of an EIS/EIR for the U.S. Army Corps of Engineers water conservation project at Hansen Dam in the City of Los Angeles. The water conservation project included the retention of storm water behind Hansen Dam and the release of storm water at a rate that is equal to the capacity of the downstream spreading grounds to increase groundwater reserves.

East Garden Grove-Wintersburg/ Oceanview Channel System EIR, County of Orange. Managed the preparation of an EIR for flood control improvements for the East Garden Grove-Wintersburg/ Oceanview Channel System (C05/C06) in the County of Orange. The improvements, which included approximately 82,000 linear feet of primarily concrete-lined channels with the tidal portions containing natural bottoms, would increase the capacity of the channels to convey 100-year flood flows. The proposed improvements are expected to be completed in approximately fifteen to forty-five years.

San Marcos Creek Improvement Project, City of San Marcos. Managed the preparation of an EIR for flood control improvements that included the construction of a 17,620-linear-foot alternating concrete-lined and natural channel for San Marcos Creek in the City of San Marcos.

Military Projects

Hansen Dam Water Conservation and Supply Study EIS/EIR, City of Los Angeles. Managed the preparation of an EIS/EIR for the U.S. Army Corps of Engineers water conservation project at Hansen Dam in the City of Los Angeles. The water conservation project included the retention of storm water behind Hansen Dam and the release of storm water at a rate equal to the capacity of the downstream spreading grounds to increase groundwater reserves.

Marine Corps Tactical Systems Support Activity Expansion, Camp Pendleton. Managed the preparation of an EA for an expansion of an existing Marine Corps Tactical Systems Support Activity within the Marine Corps Base at Camp Pendleton. The expansion provided additional radar training and testing on an eight-acre site.

El Toro Marine Corps Air Station Property. Managed the preparation of EAs in accordance with NEPA for the disposal and development of El Toro Marine Corps Air Station Property (50 Acres) EA (the development of Alton Parkway on 15.5 acres and the potential development of urban uses on the remaining 34.5 acres).

Retail/Commercial Projects

Surfside Hotel, City of Port Hueneme. Managed the preparation of an EIR for 485-room hotel. The proposed

hotel is located adjacent to the existing beach. Issues addressed involved aesthetics, traffic, air quality, noise, flooding from high tides, and public safety due to the site's proximity to the Port Hueneme Naval Construction Battalion Center.

Warehouse-Style Retail Merchandising Center EIR, City of Rancho Cucamonga. Managed the preparation of an EIR for a proposed Warehouse-style Retail Merchandising Center in the City of Rancho Cucamonga, CA. The project would allow for the addition of a "Big Box" retail center as a conditional of use with an Industrial Park Classification for properties with frontage along Fourth Street in Subarea 12 of the City of Rancho Cucamonga Industrial Area Specific Plan.

Panama Lane Shopping Center EIR. Project Manager for an EIR for General Plan Amendment/Zone Change 02-0193 (Panama Lane Shopping Center). The proposed project included two major buildings, a satellite pad and gasoline fuel station for a total of 379,196 square feet of gross building area on 37.52 acres. The project included the extension of Colony Street, additional intersection signal upgrades, and a drainage sump to be constructed at the northeast area of the site and subsequent projects such as land division. The majority of the project site (33.94 acres) has an original General Plan designation of Low Density Residential and approximately 3.58 acres have a General Plan designation of Open Space -Park. The majority of the site (36.94 acres) is zoned for mobile homes and a small area (0.58 acres) in the southeastern corner of the site is zoned for Regional Commercial.

Gosford Village Shopping Center EIR. Project manager for an EIR for Gosford Village Shopping Center. The project involved the development of approximately 700,000 square feet for various retail commercial and service uses. The project is anticipated to be anchored by seven major large-format retail tenants, including a Wal-Mart Supercenter. The major anchor buildings would comprise a total of approximately 569,000 square feet. As conceptualized, most of the major tenants would be located toward the west side of the property away from Gosford Road, with two tenants located along the front side of the property adjacent to Gosford Road. Several smaller retail pads are also proposed to be situated along Gosford Road. These would comprise a total of approximately 53,000 square feet. Additionally, several small fast-food pads are contemplated in the plan. These would comprise a total of approximately 13,000 square feet. A gas station is also proposed to be located toward the southern end of the property near Harris Road.

Coffee and Meany Retail Center FEIR. Project manager to prepare a Final EIR (FEIR), including the necessary environmental findings and a mitigation monitoring program, for the Coffee & Meany Retail Center, Big Box project. The proposed Commercial Center involved a concurrent General Plan amendment, Specific Plan Amendment and Zone Change on a total project area of 24 acres. The General Plan Amendment would consist of changing the land use designation from LI (Light Industrial) and LR (Low-Density Residential) to GC General Commercial in the Land Use Element of the Metropolitan Bakersfield 2010 General Plan. These designations would be amended to GC (General Commercial) in the General Plan.

Waste Management and Landfill Projects

El Solomante Landfill Expansion Project EIR, County of Riverside. Managed the preparation of an Administrative Draft EIR for a 1,322-acre landfill expansion and development of a materials recovery facility for the County of Riverside. The proposed landfill would provide capacity for 92- million tons of refuse and extend the life of the landfill for approximately twenty-five years.

Crazy Horse Landfill Expansion, City of Salinas. Managed the preparation of a revised EIR for a 98-acre landfill expansion in Monterey County for the City of Salinas. The proposed landfill would accommodate an additional 6.34 million cubic yards of waste and extend the life of the site for 24 years. The revised EIR was prepared in accordance with the Superior Court's Stipulated Order to provide additional environmental analysis.

Government Land Use Planning and Community Development

Tustin Community Redevelopment Plan EIR, City of Tustin. Managed the preparation of an EIR addressing the amendments to a redevelopment plan for the Tustin Community Redevelopment Agency in Tustin CA.

Energy Utilities and Pipelines

Pacific Gas and Electric Development, South Orange County. Managed the preparation of environmental documents and assisted in the siting of an aboveground 15-mile electrical transmission line and an electrical substation in south Orange County. Also directed the construction monitoring for the transmission line and substation. Coordination with USFWS, USACE, and CDFG was required for impacts on the California gnatcatcher and environmental clearance in accordance with Section 404 of the Clean Water Act and Section 1600 of the California Fish and Game Code.

Electrical Facilities Construction, South Orange County. Served as project manager for a project to conduct multiple phase analyses for the construction of electrical facilities in south Orange County between Avenida Pico and Crown Valley Parkway, north and south of Ortega Highway. The purpose of the analysis was to ensure potential environmental impacts were reduced and minimized for the provision of additional electrical services to the Rancho Santa Margarita area. The additional services included the proposed addition of two substations and approximately fifteen miles of 138 KV transmission line from its existing Talega substation. The Phase I analysis included a general environmental constraints analysis to identify potentially sensitive resources in a 26-square-mile study area. The environmental issues that were evaluated included existing and planned land uses, hydrology, cultural resources, biological resources, visual resources, and geology. Based on the Phase I analysis, SDG&E identified potential alternative route segments and substations within the 26-mile study area. A Phase II study was conducted to detail environmental constraints on the potential alternative transmission route segments and substations. The assessment focused on land use, hydrology, cultural resources, and biological resources. The Phase II assessment included field surveys for cultural and biological resources. Based on the detailed Phase II analysis, SDG&E identified a preferred transmission route within the study area. A Phase III environmental assessment was conducted to determine potential impacts on land use, geology, hydrology, biological resources, and cultural resources. Additional detailed field surveys were completed for cultural and biological resources. Throughout the Phase III environmental assessment, the proposed locations of poles and access roads were reassessed in light of new environmental data and extensive redesign to minimize potential impacts on sensitive resources.

Airport Projects

Douglas Aircraft Facilities, City of Long Beach. Assisted in the preparation of an environmental database for expansion of Douglas Aircraft facilities in the City of Long Beach, CA.

Santa Maria Public Airport District EIR, City of Santa Maria. Managed the preparation of an EIR for a 738-acre research park for the Santa Maria Public Airport District. The research park included light industrial, airport services, two golf courses, and commercial/professional office uses within the City of Santa Maria. The project included the development of Union Valley Parkway, and a six-lane roadway extending along the project site to Orcutt Expressway. Primary issues associated with the project included public health and safety due to the proximity of the airport runways and a closed landfill site, light and glare impacts on aircraft approaching the airport runway, biological resources impacts, and traffic impacts on roadways and intersections in the project vicinity.

Transportation

Oso/Marguerite Parkways Intersection Improvement Project. Project manager for an IS/MND for the proposed project. The purpose of the proposed project is to improve the operational characteristics of the Oso/Marguerite Parkways intersection in order to accommodate increasing traffic at this already heavily used intersection as a result of the development of the Las Flores and Ladera Ranch Planned Communities, and

surrounding areas. The proposed project included the improvement of the intersection of Oso Parkway and Marguerite Parkway consisting of roadway widening, signal modification, and median closure. The improvements along Oso Parkway included street widening from six lanes to eight lanes between County Club Drive and Alpera, as well as installation of additional turn lanes, and the closure of the Oso Parkway median opening at Blascos Drive. The length of the improvements along Oso Parkway is approximately 2,950 feet. The improvements along Marguerite Parkway include installation of additional turn lanes at the intersection of Marguerite Parkway at Oso Parkway and Caro. The length of the improvements along Marguerite Parkway is approximately 1,800 feet. Associated improvements included signal modifications, retaining wall construction, restriping, and relocation of street furniture, sidewalks, utilities, catch basins, landscaping, and parking spaces.

Pechanga Parkway Widening, City of Temecula. Project manager for the preparation of a joint NEPA/CEQA document in the form of an Initial Study/Environmental Assessment for the widening of Pechanga Parkway in the City of Temecula. Improvements proposed as part of the road widening project included pavement widening; curbs and gutters, pavement delineation and signage, sidewalks, bike lanes, street lights, landscaped medians and greenbelts; traffic signal relocation and modification; and storm drain/channel and box culvert improvements. The Federal Highway Administration acted as lead NEPA agency with Caltrans providing local oversight. The City of Temecula acted as lead CEQA agency. The primary issues included traffic, air quality, noise, hydrology/water quality, biological resources, wetlands, cultural resources, and hazardous materials. Authorizations were sought from the US Army Corps of Engineers, San Diego Regional Water Quality Control Board, and California Department of Fish and Game because of potential impacts to jurisdictional areas.

Antonio Parkway Roadway Alignment Study and Land Use Plan EIR, County of Orange. Assisted in the preparation to conduct a roadway alignment study and land use plan EIR. The County of Orange was the lead agency for the Antonio Parkway Roadway Alignment Study and Land Use Plan EIR. The project entailed the establishment of an alignment for the final segment of Antonio Parkway, a facility designated on the County of Orange Master Plan of Arterial Highways (MPAH) component of the Transportation Element. This final segment of arterial highway extends from just south of Oso Parkway, at the existing terminus, to Ortega Highway. The project also included General Plan/zoning entitlements for 9,800 units, an urban activity center, and supporting commercial and public facility uses on the approximately 5,000-acre area surrounding the roadway. This area is commonly referred to as the "Horno" or Horno Planning Area and is owned by Santa Margarita Company. The project resulted in an amendment to the General Plan Land Use and Transportation Elements, a zone change, and a community profile amendment to reflect the changes to the General Plan. The project required the preparation of an EIR to assess the potential environmental impacts and a project study report addressing roadway engineering issues. The project was comprised of two major components, a Transportation Element Amendment and a Land Use Element amendment/zone change. The Transportation Element amendment included the establishment of an alignment and arterial sizing (to a major arterial highway) for Antonio Parkway from just south of Oso Parkway to Ortega Highway, the addition of an unnamed secondary arterial highway from Crown Valley Parkway south to the proposed Antonio Parkway alignment approximately 1.5 miles north of Ortega Highway, the deletion of the proposed extension of Avery Parkway and Trabuco Creek Road from the MPAH, deletion from the Master Plain of Countywide Bikeways of the Class II (on-road) bikeway along Avery Parkway from Marguerite Parkway to Ortega Highway, a re-designation of Antonio Parkway within the study area from a viewscape corridor to a landscape corridor on the Master Plan of Scenic Highways, and deletion from the Master Plan of Scenic Highways of Trabuco Creek Road from Crown Valley Parkway to Antonio Parkway. The Land Use Element amendment entailed the designation of approximately 2,200 acres for suburban residential development, 160 acres for an urban activity center (a mixed-use designation), and the remainder of the 5,000 acres to remain in open space. The project site is zoned for Planned Community.

Pittsburg-Antioch Corridor EIS/EIR, Contra Costa County. Assisted in the preparation of a draft EIS/EIR for alternative transit modes, including bus, light rail, and Bay Area Rapid Transit (BART), in the Pittsburg-Antioch

Corridor in Contra Costa County, CA.

Marina Drive Bridge IS/EA, Cities of Seal Beach and Long Beach. Managed the preparation of an Initial Study/Environmental Assessment for the proposed reconstruction of the Marina Drive Bridge over the San Gabriel River in the cities of Seal Beach and Long Beach. The purpose of the project is to meet current seismic safety standards. The primary issues involved included wetlands, navigable waters, marine habitat, water quality, streambed alteration, recreation, and access. The project involved substantial agency coordination including Federal Highway Administration, U.S. Army Corps of Engineers, U.S. Coast Guard, National Marine Fisheries Service, Caltrans, California Department of Fish and Game, California Coastal Commission, Regional Water Quality Control Board, and the cities of Seal Beach and Long Beach.

State College Boulevard/SR-91 Interchange MND. Managed the preparation of a Mitigated Negative Declaration for improvements to the State College Boulevard/SR-91 interchange. The improvement included the widening of State College Boulevard from six lanes to ten lanes between the westbound on/off-ramps and eastbound on/off-ramps. The primary issues associated with the project included land use impacts (partial and full property takes), noise and air quality impacts, and traffic access impacts.

El Camino Real Widening EIR, City of Tustin. Managed the preparation of an EIR for the widening of El Camino Real in the City of Tustin. The project included the improvement of El Camino Real to a secondary arterial highway from Red Hill Avenue to 400 feet east of Browning Avenue. This area currently represents a traffic bottleneck, causing disruption of local traffic circulation. The primary issues associated with the widening included land use impacts due to partial and full property takes, affordable housing impacts, and air quality and noise impacts.

Tustin Ranch Road Extension, City of Tustin. Managed the preparation of a joint NEPA/CEQA document in the form of an EA/IS for the extension of Tustin Ranch Road between Walnut Avenue and Edinger Avenue. A NEPA document was required due to the loop ramp proposed on Tustin Marine Corps Air Station. Primary issues associated with the project included traffic redistribution and noise impacts on the adjacent Peppertree Residential Community. The proposed road extension included a bridge across the Orange County Flood Control District's storm channel, AT&SF railway, and Edinger Avenue.

First Street Bridge EA/IS, City of Barstow. Managed the preparation of an EA/IS for the First Street Bridge that extends over the AT&SF railway in the City of Barstow. The project included the evaluation of the existing bridge as a historic resource. Other primary issues included traffic, noise, air quality, and hazardous materials.

Various Transportation Projects, Southern California. Served as project manager for the preparation of environmental assessments for a range of transportation projects including on- and off-ramp improvements, roadway widening, and bridge improvements within southern California (cities of Irvine, Tustin, Anaheim, Hesperia, and Thousand Oaks).

Alton Parkway Widening, City of Irvine. Managed the preparation of an environmental analysis/initial study for the Alton Parkway (westbound) widening between Ada Street and I-5 ramp in the City of Irvine. The primary issues associated with the proposed widening included noise and biological resources impacts.

I-15/ Main Street Interchange Improvement Project, City of Hesperia. Managed the preparation of a joint NEPA/CEQA document in the form of an EA/IS (Finding of No Significant Impact/Negative Declaration) for the Main Street/I-15 Improvement Project in the City of Hesperia. The project included a reconfiguration of the on- and off-ramps, widening Main Street to six lanes from two lanes, and modifications to a frontage Road (Mariposa Avenue). The primary issues associated with the project included partial takings at an adjacent restaurant, increases in noise, and the potential for two special status wildlife species: the Mohave ground squirrel and the desert tortoise.

Hospital Projects

Harbor-UCLA Medical Center Campus Mitigated Negative Declaration, Los Angeles. Managed preparation

of a Mitigated Negative Declaration for the construction of an ambulatory care/surgery and emergency room addition building on the Harbor-UCLA Medical Center campus. This facility would house new surgery, emergency and central supply facilities, as well as a new ambulatory care center to provide outpatient primary care, including general internal medicine, obstetrics, gynecology, and pediatrics. Also included in the project would be approximately 50,000 square feet of remodeled space created by the relocation of the Surgery, Emergency, and Central Processing departments. This remodeled space would be used to consolidate and expand other departments that provide ambulatory support. To develop the new ambulatory care, surgery, and emergency facilities, existing campus buildings will be demolished. Construction would alter the internal circulation and parking on the Medical Center campus to provide improved access to the proposed and existing facilities.

Grossmont Hospital District EIR/MND. Managed the preparation of environmental documents for the Grossmont Hospital District including an EIR on the District's Master Plan and an MND for a parking structure. The EIR assessed the expansion of the hospital with approximately 80,000 square feet of emergency room, intensive care unit, cancer center, conference center, administration office, and power plant facilities.

Professional Affiliations

- American Institute of Certified Planners
- American Planning Association
- Association of Environmental Professionals

Shawn R. Nevill

Project Manager

Overview

- 10 Years Experience
- Juris Doctorate – University of San Diego School of Law
- Bachelor's degree, Political Science – San Diego State University

Shawn R. Nevill is a project manager who focuses on environmental compliance documentation under the California Environmental Quality Act (CEQA). Since 2005, he has specialized in Environmental Impact Report processing and management for large infrastructure, educational, residential, commercial, and industrial projects throughout Southern California. Shawn's experience includes the preparation and management of Environmental Impact Reports, Mitigated Negative Declarations, due diligence reports, and Habitat Evaluation and Acquisition Negotiation (HANS) documents. Additionally, Shawn has prepared and processed planning documentation, such as Specific Plans, Design Guidelines, General Plan Amendments, Zone Changes and Substantial Conformance documents.

In addition to his experience, Shawn's practical understanding of contemporary environmental law helps him find solutions to the most complex environmental issues.

Related Experience

Infrastructure Projects

North Basin Recycled Water Pipeline Project, Cities of Anaheim and Fullerton (Orange County Water District). Prepared and processed a Subsequent EIR for modifications to a pump-and-treat system designed to treat contaminated groundwater. The project included various extraction wells, pipelines, a treatment plant, and injection wells. The EIR thoroughly addressed noise, traffic, and hazardous materials issues.

DS-104 Electrical Distributing Station, City of Los Angeles (Los Angeles Department of Water and Power). Prepared an Initial Study and Notice of Preparation for an electrical distributing station in the Pacific Palisades community of Los Angeles. The DS-104 project involves a preferred project site as well as several potential alternative build sites within the project area. The potential issues with the project involve impacts related to biological resources, geology and soils, noise, and land use and planning.

Miraloma Groundwater Recharge Basin Project, City of Anaheim (Orange County Water District). Prepared an EIR for a 13-acre groundwater recharge basin at an industrial property in the City of Anaheim to convey Santa Ana River water and treated wastewater to the groundwater basin. The EIR addressed issues related to contamination from previous land uses at the site, traffic, and air quality impacts.

Harbor Refineries Pipeline Project, City of Carson (Los Angeles Department of Water and Power) . Prepared and processed an EIR for an 11.4 mile recycled water pipeline in the City of Carson. The pipeline conveyed water from a water treatment plant to numerous oil refineries and other institutional customers in the Harbor Area. The pipeline construction featured directional drilling and pipe jacking beneath existing roadways.

Educational Facility Projects

Braille Institute Learning Facility, City of Irvine. On behalf of the Braille Institute, Shawn prepared an environmental issues and constraints analysis for a potential site in the City of Irvine. The proposed facility

would provide Braille education and support services for students in an area dominated by commercial and industrial land uses. The issues analyzed included hazardous materials, noise, and the impact of future projected land uses at the former MCAS Tustin site on the subject property.

Newport Beach Learning Facility, Newport Beach. On behalf of the Coast Community College District, Shawn prepared and processed a Mitigated Negative Declaration for a satellite learning facility. The 45,000 square foot LEED-certified facility was located on a 3.4-acre site that included several existing commercial, industrial, and residential structures. Issues related to hazardous materials during demolition were thoroughly addressed in the document.

Commercial and Industrial Projects

Aloft Hotel, City of Irvine. Prepared and processed the Initial Study and Mitigated Negative Declaration for a 170-room extended stay hotel that featured a bar and restaurant area. The Aloft Hotel project is part of a larger office park project within the Irvine Business Complex.

Springhill Suites Hotel, City of Irvine. Prepared and processed the Initial Study and Mitigated Negative Declaration for a 132-room hotel on a 2.3-acre property in the Irvine Business Complex. The project consisted of the demolition of an existing office building. The hotel featured numerous project design features to reduce impacts associated with global climate change.

Towne Center, City of Perris. Prepared the Initial Study and Draft Environmental Impact Report (EIR) for a commercial shopping center consisting of 484,265 square feet of building space. The Towne Center EIR thoroughly addressed the project's economic and social impacts relating to urban blight as well as impacts related to greenhouse gas emissions.

Nuevo Business Park, Riverside County. Prepared, managed, and processed the EIR for a 1,026,300 square foot light industrial development and associated offsite infrastructure including the construction of roadways and utility improvements.

Oleander Business Park, Riverside County. Prepared the Draft EIR for a 68.81-acre warehousing and distribution facility. Shaw n managed the project's extensive sub-consultant team, which included a variety of technical experts and engineers

Residential Projects

Stonefield Development Project, Chino Hills. Prepared the Draft EIR for a 28-unit hillside residential community development. The Draft EIR thoroughly addresses the project's traffic, noise, and aesthetic impacts.

Boulder Ridge, Moreno Valley. Prepared an Initial Study and coordinated the preparation of technical reports for a 114-unit hillside residential community on 189 acres. The community includes passive and active recreational amenities, including open space areas and a community clubhouse.

Elizabeth A. Westmoreland – *Environmental Analyst*

Overview

Elizabeth A. Westmoreland (Liz) has over four years of educational and professional experience assessing the environmental and social effects of development.

Education

- 3 Years Experience with CEQA
- B.S. in Environmental Science – Departmental Honors- Magna Cum Laude- University of Redlands
- School for International Training (SIT) Semester Abroad in Panama – Tropical Ecocystems and Marine Science
- Geographic Information Systems (GIS) Certificate – University of Redlands

Professional Affiliations

- Member of the Association of Environmental Professionals (AEP)
    - Recipient of the Nita Bullock Memorial Scholarship – 2013;
    - Inland Empire Chapter Director of Social Media – 2014, 2015.

Liz specializes in California Environmental Quality Act (CEQA) compliance and documentation, with additional experience conducting NEPA analyses in California and Arizona. Having authored Environmental Impact Reports, Initial Studies, Environmental Assessments, Mitigation Monitoring and Reporting Programs, Phase I Environmental Site Assessments, and other compliance documents for both the public and private sector, she has a keen awareness of the issues and mitigation measures specific to each type of development. Liz has experience working with projects and clients in the industrial, residential, commercial, and mixed-use sectors. Liz has additional experience working with Cultural Resources Compliance, including consultation with Tribal Authorities. Liz obtained her Bachelor of Science Degree in Environmental Science and Spanish (minor) from the University of Redlands. Her degree was awarded with Departmental Honors and she graduated Magna Cum Laude. She is also proficient in using Geographic Information Systems Software, and has earned her Certificate from the University of Redlands. In 2013, she was awarded the Nita Bullock Memorial Scholarship by the Association of Environmental Professionals (AEP). Liz is also a current Board Member of the Inland Empire Chapter of AEP.

Experience and Client Summary

FCS Project Experience 2012 to Present

- EIR for Majestic Chino Gateway Project, Chino, CA

  Liz was the primary author of the EIR for the Majestic Chino Gateway Project, prepared in 2013. The project consisted of an industrial warehouse of more than 3 million square feet, with a retail component of 46,000 square feet on previously agricultural land.

- IS and EIR for the Bottoms Property Residential Project, Richmond CA.

  Liz was the primary provider of CEQA support for the Bottoms Property Residential Project Initial Study and EIR. The project included the establishment of trail easements, multi-family homes, and associated features along the San Francisco Bay. The project site was within an existing industrial area with contaminated soils.

- IS-MND for Health Care Facility Improvement Program at California Men's Colony, Lancaster.

  California Department of Corrections and Rehabilitation (CDCR). Project involves new construction and modification to existing facilities to accommodate health care improvements. Provided CEQA support for the IS/MND.

- 4197.0001. John Wayne Airport Jet Fuel Pipeline Environmental Assessment.

  John Wayne Airport, County of Orange, City of Tustin, City of Irvine, Federal Aviation Administration. Project involves construction of a jet fuel pipeline between an existing fuel line, and the airport, eliminating truck delivery of jet fuel to the airport. Supporting author for the preparation of the EA to satisfy NEPA requirements.

- 4260.0001 4900 Hollywood Avenue Mixed-Use Residential Project IS-MND.

  Cen-Fed Ltd. Wilshire Pacific Properties and City of Los Angeles. The project involves the redevelopment of 1.5 acres of residential, medical office and commercial uses on multiple buildings and parcels into a six-story building providing 200 residential units, two-levels of parking and ground floor retail uses. FCS prepared the IS-MND consistent with City of Los Angeles Local CEQA Guidelines. Project specific air quality and greenhouse gas analysis were prepared, contrasting the change in uses. Shade and shadow analysis evaluates the increase in height on outdoor public space (parks, yards, etc.).

- 0080.0021 Lighthouse Live/Work Residential Project IS-MND City of Costa Mesa.

  This project involved the redevelopment of an existing industrial site into moderate density residential and live/work units. FCS prepared an initial study/mitigated negative declaration for the project, CEQA notices, and response to comments. Key issues included shade/shadow, construction and long-term impacts on adjacent residential uses; compatibility with nearby coastal zone areas; and remediation of existing hazardous materials conditions. The project was approved in 2014.

- IS-MND for Mountain View Marketplace, Loma Linda CA.

  As the primary author, Liz prepared a successful IS-MND for a marketplace along Interstate-10 (I-10) that included a gas station, convenience store, car wash, fueling canopy, and underground storage tanks. The project required the approval of zoning variances, a specific plan amendment, and a conditional use permit.

- IS-MNDs for Sunlight Solar Projects, Los Angeles County, CA.

  Liz provided the CEQA analysis for multiple solar projects in the desert region of Unicorporated Los Angeles County, California. The IS-MND evaluated impacts related to the construction, operation, and maintance of unmanned photovoltaic (PV) solar electricity generating facilities and associated safety features.

- EA/IS for the Hollywood Central Park Project, Los Angeles, CA

  Liz provided support for the preparation of the Initial Study and associated notices for the Hollywood Central Park Project. The project includes the establishment of a park, small scale retail facilities and

kiosks, restaurants, a community center, plazas, and additional recreational and open space features that would cap a segment of the US-101 freeway.

- IS-MND for Montgomery-7, San Jose CA

  Liz was responsible for writing the IS-MND for the Montgomery-7 residential project located in downtown San Jose, CA. The project consisted of a ground floor residential component and 5 floors of apartments.

- 3426.0005 San Gorgornio Crossing. Shopoff Group and County of Riverside.

  Project involves the development of a warehouse and associated features near Calimesa/Cherry Valley. Provided CEQA support in the development of a comprehensive EIR for this controversial project. The EIR includes a robust alternatives analysis involving the evaluation of build and no-build No-Project alternatives, a residential alternative and a less intense agricultural alternative.

- 4443.0001 Las Terrazas EA and CEQA Checklist

  AMCAL Mulit-Housing Inc. and San Bernardino Economic Development Agency. Project involves the development of 112 multi-family homes for low- and very-low income households in unincorporated San Bernardino County near Colton. Assisted in the preparation of a combined Environmental Assessment and CEQA Checklist to satisfy Housing and Urban Development (HUD) NEPA and County CEQA requirements.

- 0144. 0046. Sierra Industrial Project EIR. City of Fontana.

  Project involves the development of a new warehouse in north Fontana. Project involves the development of a new warehouse in north Fontana. FCS prepared a Notice of Preparation/Initial Study, and effects found not to be significant were screened out of the EIR. Rather the EIR focused on 11 topical areas of potential impact including aesthetics, air quality land use, noise and traffic/access. Based on public comments on the Draft EIR on the subject of traffic and access, the City requested project modifications which were addressed in an Errata to the EIR that was packaged with the response to comments. FCS supported the City during all facets of the CEQA process, preparing notices, environmental findings, and developing response to comments in conjunction with both Planning, and the City Attorney's office. The project was approved in 2014.

- 0629.0024 Redlands Heritage Park Master Plan IS-MND City of Redlands.

  The project involves the improvement of the City's existing Heritage Park and on-site Grove Middle School, which focusses on agricultural related curriculum, consistent with a Master Plan. Future improvements include expansion of the historic Barton School House, various landscape improvements, parking lots, and an amphitheater. Project manager/primary editor for the preparation of an IS/MND, air quality and noise analysis, and peer review of existing biological and cultural reports.

- Moon Camp EIR, County of San Bernardino.
  Assisted with the preparation of CEQA documentation for the Re-circulated Environmental Impact Report (EIR), Final EIR, and Findings of Fact. The revised project description consists of the subdivision of the site into 57 lots—50 numbered lots (residential lots) to be sold individually and developed into custom homes; and seven lettered lots, two of which would be designated as Open Space/Conservation easements and Neighborhood Lake Access, three are well sites, one is a potential reservoir site, and one would be developed as the marina parking lot with a boat ramp. The marina parking lot also includes some open

space for the preservation of existing trees; however, because of the development of the parking lot and boat ramp, the lot would not be considered Open Space.

- 2619.0027 Desert Hot Springs Retail Center Specific Plan EIR, Desert Hot Springs
  The project site encompasses three parcels totaling approximately 18.95 gross acres, and consists of vacant undeveloped land, with the exception of a paved road, Claire Avenue, overhead utility lines on the eastern side of the site, and an abandoned 8-inch-diameter water line. The City completed annexation of the proposed project site from Riverside County on September 12, 2010, and plans to update the General Plan Designation to Commercial. The project includes a Full-Service Walmart Facility with retail/restaurant/fast food uses, and commercial building pads. The Walmart building also includes an indoor gardening area. The project is projected to supply approximately 300 jobs at the facility.

- Phase I Environmental Site Assessment for the property at Jefferson and Adams Street, Benicia CA

  Liz provided research, writing, and outreach assistance in the preparation of a Phase I ESA within an industrial and historical area of Benicia, California. The project site is adjacent to a large volume petroleum product pipeline system which leads to a refinery to a loading and unloading dock on Carquinez Straits. Military waste products may also been disposed on the property and at least one buried pipeline was observed in a vault on the north side of the street.

- Fontana Siena Phase I Environmental Site Assessment, Fontana, CA

  Liz conducted the site visit and provided support in the preparation of the Phase I ESA update performed by FCS. The project is located on previously agricultural land within a residential area of Fontana, California.

- Environmental Information Form Santa Ana and Catawba Avenue Logistics Project, City of Fontana, CA.
  Primary author for the project. The project is located in southern Fontana, CA and is bounded by Catawba Avenue to the east and Santa Ana Avenue to the south. The project site is south of Interstate 10 (I-10), and is located within the Southwest Industrial Park Specific Plan. Implementation of the project will require the demolition of existing structures onsite including residential uses, light industrial, warehousing, and storage. The project will occupy approximately 15 acres, and have a Floor Area Ratio (FAR) of 53.40%. The Logistics Facility will occupy 313,475 sf and contain approximately one door per every 8,960 sf, for a total of 35 dock doors. The project plans include offices, a guard shack near the Catawba Avenue entrance as well as a chain link fence around the site.

- 3743.1301 Mt Baldy County of San Bernardino, Telecommunications Tower IS-MND
  Provided primary CEQA support for the project. The project included a Conditional Use Permit (CUP) to establish a 45-foot wireless telecommunications tower camouflaged as a monopine with 12 panel antennas and two GPS antennas on a portion of a 17.56 acre parcel. The proposal includes an equipment shelter within a 900-square-foot lease area. The proposal will also include the instillation of a chain link fence, with a 4-foot-wide gate located at the southeast portion of the leased site. A 30-kilowatt generator would be installed on a 5-foot by 8-foot concrete pad, located within the southwest portion of the leased site. An existing utility pole (#4593592E) is located approximately 25 feet northeast of the proposed block building. The proposed project will connect with the existing utility pole and will install a meter pedestal (located approximately 5 feet south of the existing utility pole) as well as install an underground Telco trench (approximately 80 linear feet) to collect utilities to the proposed facility. The project site lies within the unincorporated portion of the County of San Bernardino, California, on the border of Los Angeles County. Additionally the site is located within Overlay District FS1, moderate/high landslide area.

- 4118.0003.0 Thousand Palms Recycling Yard IS-MND. County of Riverside.
  The Project site consisted of approximately 41 acres. Operations at the site currently occupy approximately 25 acres of the 41 acres. Current hours of operation at the site are from Monday through Saturday 7:00 a.m. to 5:00 p.m. and Sunday from 8:00 a.m. to 4:00 p.m. Project operations include a recycling processing facility that purchases and processes recyclable metals, white goods/appliances, and accepts California Redemption Value (CRV) containers. Project Operations also include processing green waste, wood waste, and inert materials.

- Three Bridges Project, Calaveras County and Caltrans
  The County of Calaveras, in cooperation with the California Department of Transportation (Caltrans), proposes to improve three existing bridges located along Dogtown Road, northeast of the City of Angels Camp. The County has requested and received authorization to proceed uner the Highway Bridge Program to rehabilitate or replace three bridges: Dogtown Road over French Gulch Creek, San Domingo Creek, and Indian Creek. Participated in the cultural/Native American Tribal outreach and consultation for the project.

- Orange County Water District Annexation Project (OCWD)
  The City of Anaheim, Irvine Ranch Water District (IRWD), and Yorba Linda Water District (YLWD) have requested annexation of lands into the Orange County Water District (OCWD) boundary, including lands within the existing service areas of the City of Anaheim, IRWD, and YLWD. The OCWD currently encompasses over 229,000 acres of the lower watershed of the Santa Ana River below Prado Dam in the Orange County region of southern California. The City of Anaheim proposes to annex contiguous lands east and west of the 241 Freeway directly south of the 91 Freeway; IRWD proposes to annex four separate land areas including the largest parcel located west of the 261 Freeway south of the point where the 261/241 Freeways separate, and three smaller parcels. Participated in the Cultural/Native American Tribal outreach and consultation.

- Noise Impact Analysis for the Santa Clara Wildlife Center, County of Santa Clara, CA: Peninsula Humane Society and SPCA
  Provided support to the Senior Noise Specialist in the preparation of the noise impact analysis relating to the establishment of a wildlife refuge center in Santa Clara County.

Elena Nuño, MA – Project Manager/Air Quality Scientist

Overview

Nine years of experience preparing environmental impact assessments under the California Environmental Quality Act (CEQA) with a specialty in air quality and greenhouse gas analyses.

Associations and Certifications

- Association of Environmental Professionals (Central Chapter), Vice-President of Membership

Education

- Master's degree, Public Administration – California State University, Fresno
- Bachelor's degree, Geological and Environmental Sciences – Stanford University

Elena Nuño, MA, Project Manager/Air Quality Scientist has nine years of CEQA experience. Elena's professional history includes working as an air quality specialist with the San Joaquin Valley Air Pollution Control District (SJVAPCD) where she assisted in the preparation of air quality attainment plans and was responsible for CEQA compliance for Air District rules and permits. As a project manager/air quality scientist in the private sector, Elena has assisted with the preparation of numerous Environmental Impact Reports, Negative Declarations, authored agricultural land conversion studies and Air Quality Reports and Climate Change Analyses for alternative energy, residential and commercial projects, well and drilling operations, educational facilities, roadways, and industrial facilities.

Additionally, Elena has assisted numerous development projects with regulatory compliance for the SJVAPCD Rule 9510, Indirect Source Review. Elena has prepared thorough Air Impact Assessments for projects to achieve maximum emission reduction credits for creditable onsite mitigation measures.

Experience and Client Summary

- Dogtown Bridge Replacement Projects IS/MNDs. Calaveras County, CA. Calaveras Department of Public Works.
- Pixley Community Plan Air Quality and Greenhouse Gas Analyis Report, County of Tulare, CA.
- Deer Creek Rock Company Air Quality and Greenhouse Gas Analysis, County of Tulare, CA
- Vega Solar Project EIR, County of Merced, CA
- Cambrian Energy LLC Teapot Dome Landfill IS/MND, County of Tulare, CA
- China Creek/425B Bridge Replacement IS/MND, County of Madera, CA
- Yosemite Springs Bridge Replacement IS/MND, County of Madera, CA
- Jaye Street Bridge Widening IS/MND, City of Porterville, CA
- Bear Creek and Black Rascal Bicycle Paths Caltrans Technical Studies, City of Merced, CA
- Golden State Corridor Economic Development Infrastructure Improvements IS/MND, Fresno Council of Governments, Fresno, CA
- Selma Disposal and Recycling Transfer Station Air Quality and Greenhouse Gas Analysis, City of Selma, CA
- Downtown East Precise Plan Focused EIR, City of Hanford, CA
- 25 Park Place IS/MND, City of Fresno, CA
- Travers Creek Bridge Replacement Project IS/MND, County of Fresno, CA
- Tra Vigne Subdivision EIR, County of Madera, CA
- SPG Solar Project, County of Merced, CA
- Walmart Air Quality and Greenhouse Gas Analysis, City of Kerman, CA
- Northwest Fresno Walmart Air Quality and Greenhouse Gas Analysis, City of Fresno, CA

- Eagle Ranch Specific Plan Air Quality and Greenhouse Gas Analysis, City of Manteca, CA
- Terra Ranch Subdivision Greenhouse Gas Mitigation Plan, Manteca, CA
- St. Regis Napa Valley Air Quality and Greenhouse Gas Analysis, City of Napa, CA

FirstCarbon SOLUTIONS

Philip Ault – Noise and Air Quality Specialist

Overview

Philip Ault, is primarily responsible for the measurement, analysis and reporting of noise and air quality impacts for a variety of projects. He prepares proposals and cost estimates for air quality and noise impact analysis projects. He is proficient with the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108), SOUND32 noise model, and FHWA Traffic Noise Model (TNM) 2.5. He is responsible for conducting field noise measurements with the Larson Davis models 720, 820 and 824 sound level meters in compliance with FWHA, FTA, and HUD standards. Mr. Ault prepares stand-alone noise and air quality studies as well as studies in compliance with CEQA including global climate change analysis.

Associations and Certifications

- United States Green Building Council (USGBC), Leadership in Energy and Environmental Design Accredited Professional (LEED-AP)
- TRAFFIX Training, Dowling Associates, Inc., Oakland, California
- FHWA Traffic Noise Model 2.5 and Traffic Noise Fundamentals Training Course, Bowlby & Associates, Inc., Franklin, Tennessee
- Principles of Ecological Design, Case Studies in Ecological Design, San Francisco Institute of Architecture San Francisco, California

Education

- M.S., Advanced Environmental and Energy Studies for Architecture, University of East London at Centre for Alternative Technology, Wales, U.K., 2007
- B.S., Mathematics, Bob Jones University, Greenville, South Carolina, 1991

Mr. Ault has conducted extensive research in environmental and energy topics including energy efficient project design, sizing of wind and solar PV hybrid generator systems, and project greenhouse gas emission impacts related to global climate change. He has also conducted extensive research into LEED for Neighborhood Developments, the newest tool developed by the U.S. Green Building Council as a standard for sustainable community design and development, and how such tools can blend with CEQA requirements.

Experience and Client Summary

- Napa Logistics Park Phase II Project EIR for the City of American Canyon
- Trellis Residential Project EIR for the City of Walnut Creek
- Pacific Beach Assisted Living Center in the City of San Diego for Oakmont Senior Living
- Fairmont Terrace Park IS/MND Noise Analysis for the Hayward Area Recreation and Park District
- Napa Housing Element EIR for the City of Napa
- Ruschin Drive Residential Project IS/MND Noise Analysis for the City of Newark
- Retrofit Noise Barrier Analysis for the Santa Clara Valley Transportation Authority (VTA)
- Children's Hospital & Research Center Oakland Campus New Replacement Hospital Facilities Project EIR Noise Analysis for the City of Oakland
- Apple Campus 2 Project EIR for the City of Cupertino

Scott Crawford, MA – Senior Scientist

Overview

Over 20 years' experience conducting invertebrate, herpetological, mammalian, and avian surveys throughout California. He is experienced in conducting jurisdictional delineation surveys including rivers, streams, seasonal ponds, and vernal pools.

Associations and Certifications

- FEDERAL PERMIT # TE019947-4 California gnatcatcher, Quino Checkerspot Butterfly, Listed Fairy Shrimp
- FEDERAL PERMIT # TE019947-2
  Previously included El Segundo Blue Butterfly
- Collection Permit: 801087-04 Exp. 1/19/2014
- Flat-Tailed Horned Lizard 6/2001
- Wetland Training Institute 12/1998
- Desert Tortoise Council Workshop 10/1999
- Desert Tortoise Egg Handling/Artificial Burrow construction 10/1999
- Project Management Boot Camp 1 – PSMJ Resources, Inc. 3/2004
- Managing Multiple Project Objectives and Deadlines, Skill Path 1/2006
- Registered Wildlife Biologist – San Diego, Los Angeles, Riverside, San Bernardino, and Orange County
- LAX Security Clearance/Driving Clearance – 2001
- Fairy Shrimp Identification Class:
  Denton Belk: November 1999
- The Wildlife Society

Education

- Master's degree, Biological Science – California State University, Fullerton
- Bachelor's degree, Environmental Biology –California State University, Northridge

Scott Crawford also assists in the management of the natural resource team at FCS. His extensive experience in project related consultations with regulatory agencies include California Department of Fish and Wildlife (DFW), US Fish and Wildlife Service (USFWS), US Army Corps of Engineers (USACE), California Coastal Commission (CCC), and State Water Resources Control Board (SWRCB), California Energy Commission (CEC), Federal Energy Regulatory Commission (FERC), Department of Gas and Geothermal Regulations (DOGGR), Bureau of Land Management (BLM), and US Forest Service (USFS).

Experience and Client Summary

- Panama Lane Shopping Center EIR, City of Bakersfield.
- Gosford Village Shopping Center EIR, City of Bakersfield.
- Tonner Canyon Biological Resources Assessment and wildlife movement corridor study, City of Industry
- California Gnatcatcher Surveys, Van Daele Development, Menifee Area Menifee Farms
- Parkside Project, City of Wildomar
- Quail Brush Project, California Energy Commission, City of San Diego
- Oak Canyon Nature Center Naturalist

Coral Eginton – Archaeological Projects Manager

OVERVIEW

- Seven (7) Years' Experience

Education

- Master of Arts in Nautical Archaeology, Texas A&M University, College Station, TX (2014)
- Bachelor of Arts in Anthropology, University of California – San Diego, La Jolla, CA (2007)

Coral Eginton is a professional archaeologist who is certified by the County of Orange and has recently submitted credentials to be a Registered Professional Archaeologist. She meets the Secretary of Interior's standards for historic preservation programs for archaeology.

Ms. Eginton has seven (7) years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation and nautical archaeology. She has experience in compliance with the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the National Historic Preservation Act (NHPA), and the Archaeological Resources Protection Act (ARPA).

Ms. Eginton has completed cultural resources projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production.

She has completed projects in California, Texas and Louisiana within the jurisdiction of the Bureau of Land Management (BLM) and other federal agencies requiring compliance with Section 106 of the NHPA. She has also completed projects throughout Southern California under CEQA for State and local governments and municipalities, including the California Department of Transportation (Caltrans), the California Energy Commission, the Los Angeles County Department of Public Works (LADPW), and the Los Angeles Department of Water and Power among others.

EXPERIENCE AND CLIENT SUMMARY

Project Experience

- Santa Margarita Water District, Gobernadora Multi-Purpose Basin, Rancho Mission Viejo, CA
- Ziani Condominium Complex, Cultural Resources Monitoring, San Diego, CA
- Santa Margarita Water District, Leatherwood Pipelines, Rancho Mission Viejo, CA
- Santa Margarita Water District, Middle Chiquita Reservoirs, Rancho Mission Viejo, CA
- Rancho Mission Viejo LLC, Ranch Irrigation Line Relocation, Rancho Mission Viejo, CA
- Rancho Mission Viejo LLC, Overhead Power Line Relocation and Field Office Grading, Rancho Mission Viejo, CA

- Rancho Mission Viejo LLC, Archaeological Resource Test Excavations and Analysis (CA-ORA-1043), Rancho Mission Viejo, CA
- Rancho Mission Viejo LLC, Cow Camp Road Construction Monitoring, Rancho Mission Viejo, CA
- Rancho Mission Viejo LLC, Archaeological Resource Test Excavations and Analysis (CA-ORA-1048), Rancho Mission Viejo, CA
- El Segundo Power LLC, State Lands Commission PRC 858.1 Lease Renewal, City of El Segundo, CA
- BrightSource Energy, Rio Mesa Project, City of Blythe, CA
- BrightSource Energy, Sonoran West Project, City of Blythe, CA
- County of Santa Clara, Valley Medical Center Excavations, County of Santa Clara, CA
- California High Speed Rail Authority, High Speed Train – Palmdale to Los Angeles EIR/EIS, County of Los Angeles, CA
- Los Angeles Regional Interoperable Communications System, Emergency Response System Tower Installation, County of Los Angeles, CA
- Los Angeles Department of Power and Water, Professional Environmental Assessment and Air Quality Services, Phase II Archaeological Testing, Owens Lake, CA
- DCP Midstream, Shreveport to Carthage Pipeline Survey and Existing Corridor Expansion, City of Shreveport, LA
- Valero Energy Corporation, Corpus Christi to Goliad Pipeline Survey and Reroutes, City of Corpus Christi, TX
- Conco Phillips, Bay City to Sugarland Pipeline Geological Trenching, City of Bay City, TX
- U.S. Forest Service, Caddo/LBJ National Grasslands, Energy Corridor Survey, City of Decatur, TX
- Valero Energy Corporation, Natchitoches Connectivity Pipeline Survey, City of Natchitoches, LA
- Conco Phillips, Bay City to Sugarland Pipeline Survey, City of Bay City, TX

Additional Experience

- Western Australia Museum Maritime Archaeology Department, Shipwreck Galleries, City of Fremantle, Western Australia
- Texas A&M University Department of Anthropology, Nautical Archaeology Program, Ship Reconstruction Lab, City of College Station, TX
- Bajo de la Campana Phoenician Shipwrecks Excavation Project, La Manga, Spain
- Edom Lowlands Regional Archaeology Project, Wadi Faynan, Jordan
- San Diego Museum of Man, Faunal Analysis Laboratory, San Diego, CA

- University of California San Diego, Near Eastern Archaeology Lab, La Jolla, CA

Publications

Eginton, C. 2014. "Health and Disease on the Dutch High Seas: An Analysis of Medical Supplies from *Batavia*, *Vergulde Draak* and *Zeewijk*." M.A. Thesis. Texas A&M University, College Station, Texas.

Castro, F., Yamafume, K., Eginton, C., and T. Derryberry. 2011. "The Cais do Sodré Shipwreck, Lisbon, Portugal." *IJNA* 40(2).

Eginton, C. 2011. "Health and Disease on the Dutch High Seas: Research at the Western Australia Maritime Museum Shipwreck Galleries." *CMAC News and Reports (forthcoming).*

Eginton, C. 2010. "Peter Amaral Fellowship: Three Students Discuss Their Research." *CMAC News and Reports* 2(2): 4.

Eginton, C. 2010. "INA Projects - Australia: Health and Disease on the Dutch high Seas." *INA Quarterly* 37(2-3): 21.

Eginton, C. 2009. "The Allure of the Field." *INA Quarterly* 36(4): 13.

DJAN CHANDRA, PE, GE

Senior Principal Engineer

Education

- M.S., Civil Engineering, Texas A&M University, College Station, Texas, 1988
- B.S., Civil Engineering, Chung Yuan Christian University, Taiwan, 1985

Professional Registrations

- California Registered Geotechnical Engineer - 2376
- California Registered Civil Engineer - 50068
- 40-Hour Cal-OSHA Health and Safety Training

Professional Summary

Mr. Chandra brings 26yearsof experience in geotechnical services from the early planning, site investigation, laboratory testing, data analysis, report preparation through grading and construction of various types of civil facilities, including residential and commercial developments, transportation, governmental and utility projects. During this time, he has managed a wide range of projects including large-scale design-build projects, with varying geologic conditions and constraints, and has proven skills in scheduling, budgeting, and managing complex projects.

Mr.Chandra's areas of expertise include foundation design, soil reinforcement, slope stability analysis, finite element analysis, and computer applications in geotechnical engineering. His extensive experience in design and application of geosynthetics reinforcements in geotechnical engineering, including oversteepened slopes, pavement subgrade stabilization, and segmental retaining walls has proven an asset on a variety of projects. He is familiar with various field monitoring equipment, such as inclinometer for slope monitoring, manometer level survey, and settlement plate.

Project Experience

- **Legacy at Jamboree, Irvine, CA.**Project Manager responsible for geotechnical services from planning stages through construction. Mr. Chandra first provided a due diligence-level geotechnical study to evaluate feasibility of the project and develop preliminary design recommendations. As design elements were refined, he subsequently managed an additional subsurface exploration consisting of hollow-stem borings and CPT soundings to evaluate the subsurface conditions with respect to the proposed project and to provide geotechnical recommendations for design and construction. This mixed-use project consists of four- to five-story buildings, with retail and a parking structure five stories above grade with one subterranean level. Located adjacent to an existing flood control channel, the site had been a low-rise commercial development prior to demolition.

- **Columbus Grove and Columbus Square, Irvine, CA.** Project Engineer during concurrent preliminary geotechnical investigations for the three parcels totaling approximately 150 acres. Report provided the planning team the needed site-specific subsurface conditions, potential geotechnical issues, and pertinent information from which site grading options and quantities were evaluated. Geotechnical issues included liquefaction, shallow groundwater and expansive soils. Recommendations in the report were based on the planned improvements. The development straddles the cities of Irvine and Tustin, which required close coordination for approvals. This residential development is part of the Tustin MCAS re-use.

- **Lions Field, Fullerton, CA.** Project Manager for geotechnical feasibility study for the earth retaining structures planned in conjunction with renovation of Lions Field. Several alternate earth retention systems were evaluated at each proposed wall location and preliminary geotechnical design recommendations and construction considerations for the various alternatives of earth retention systems were provided based on the subsurface soils conditions and proposed grading.

- **Java Lanes Fault and Geotechnical Investigation, Long Beach, CA.**Project Engineer for fault and geotechnical investigation for a proposed multi-family residential development. The investigation included trenching across a splay of the Northeast Flank fault of the Newport-Inglewood Fault Zone, and five hollow-stem auger borings to depths ranging from 31.5 to 51.5 feet. The site is located within a State delineated Earthquake Hazard Zone and an abandoned oil field. Fossils of a 220,000 year-old camel were discovered in one of the fault trenches allowing Leighton to demonstrate that this splay of the Northeast Flank fault was not active and no structural setback from the fault was necessary. Leighton also provided geotechnicalrecommendations for grading of the site and design of the proposed structures.

- **Avalon Anaheim Stadium, Anaheim, California.**Project Manager for geotechnical investigation, seismic hazard study, and construction services. The multi-building apartment complex ha four-story buildings over one at-grade and one subterranean level parking structure.

- **Heritage Fields, Irvine, CA.** Project Principal Engineer for independent geotechnical investigations to provide recommendations for the proposed developments and to work closely with the governing agencies for the Park District, the Transit Oriented Development District and portions of the Lifelong Learning District.

- **Stadium Lofts, Anaheim, CA.** Project Manager both geotechnical observation and testing, and construction materials testing and inspection services. The geotechnical observation included remedial grading, subgrade preparation, trench backfill, and building footing excavations. Scheduling of field personnel during construction of the surrounding street improvements, required night shifts to accommodate activities at the adjacent Angel Stadium.

- **Woodbury, Irvine, CA.** Project Manager / Engineer for the feasibility study, investigation and 40-scale grading plan review, and during grading. Developed proposal and scope that included small-diameter borings and test pits to evaluate the sub-surface soils and potential removal depths. During the field activities, Mr. Chandra coordinated drilling activities with the agricultural lessee to reduce the impact on operations. Supervised field team during in-grading observation and testing, including building pads, infrastructure, roads, and entry gateways.

- **Northwood, Irvine, CA.** Project Manager / Engineer for the feasibility study, investigation and 40-scale grading plan review, through rough grading.

- **Desmond Tower Residential Development, Los Angeles, CA.**Geotechnical Engineer for proposed seven-story residential building over two levels of subterranean parking. Recommendations were provided for mitigation of groundwater which was encountered at approximately 20 feet below the existing grade and the historic high groundwater at the site is approximately 10 feet below ground surface.

- **Spanish Hills Golf and Country Club Development, Camarillo, CA.** Geotechnical engineering analyses of the 430-acre site. Responsible for the geotechnical engineering analyses of this development, which involved over 18 million cubic yards of both planned and remedial grading of a hill with complex landslide and faulting systems. The engineering work included extensive slope stability analyses, shear key and geogrid reinforcement design, pavement design, finite element analysis of geogrid reinforced slopes on compressible foundation, settlement analysis, installation of settlement plates, settlement monuments, and use of inclinometers to monitor field performance. Involved interpretation of field monitoring and laboratory test results.

Environmental Assessment Specialists

Office (928) 277-1208 Fax (818) 583-1759 www.EASenviro.com

Jeffrey Randle R.E.A. Senior Project Manager

EDUCATION 1999 Bachelors of Arts, Geography, University of California Los Angeles

REGISTRATIONS / CERTIFICATIONS / LICENSES
Registered Environmental Assessor, California, **REA I 07736**
10/2006 Completion of ASTM Training Course Phase I Site Assessments for Commerical Real Estate
8-Hour Supervisory Hazardous Substances/Waste Health and Safety Training Certification
First Aid and CPR Training

EXPERIENCE
Over the past 10 years, Mr. Randle has served as a senior project manager of environmental compliance for the construction of over 2,000 facilities throughout California, Arizona, Utah, and Hawaii.

Responsible for the organization of environmental hazardous assessments and geotechnical investigations. Responsible for corporate communications between both clients and subconsultants.

Over 3,000 Transaction Screens and Phase I and Phase II Investigations. Typical sites investigated included industrial and manufacturing facilities, residential complexes, commercial/retail centers, electrical transmission substations, churches, office buildings, dry cleaners, gasoline stations, railway stations, storage facilities, banks, and telecom sites.

Agricultural Properties. Senior project manager of environmental compliance at numerous agricultural properties throughout Colorado and Utah, many over four hundred acres in size. Responsible for timely organization of environmental hazardous assessments and geotechnical investigations.

Solid Waste Landfill, Boise Idaho. Discovered contaminated plume from a former onsite hazardous waste dumping and storage area that was directly upgradient from an area to be developed. Responsible for designing a sampling and remedial excavation program.

Site Remediation, Commercial Property, Boise Idaho. Assessed the present and past storage and disposal of hazardous materials at numerous automotive repair facilities throughout Idaho and Utah.

Evaluated the on-site hazardous materials uses and recommended appropriate corrective action for hazardous materials storage. Assessed the potential affects of releases of hazardous materials from adjoining sites into the subsurface soil and groundwater.

Scott Patton, PE, QSD, QSP,is an Associate Project Engineer at Rick Engineering Company. He has a B.S. in Civil Engineering from the University of Nevada, Las Vegas, is a registered Professional Civil Engineer (#77481) in California, and is Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP). Mr. Patton has over 14 years of experience and has served as a lead design and project engineer for water quality,transportation, and land development projects. His work experience includes the design and preparation of project plans, specifications and estimates (PS&E). Project task includes grading, earthwork, utilities, streets, drainage facilities and quantities and cost estimates. He has coordinated, prepared and submitted drainage study reports and water quality management plans (WQMP) for a variety of projects such as roadway improvements, residential subdivisions and commercial developments. He is experienced in conducting hydrologic and hydraulic analysis and designing drainage facilities such as inlets, storm drains and channels to mitigate storm water runoff flows. Mr. Patton is familiar with design standards relating to drainage design, water quality, and street, highway and interchange designs.

Brian Stephenson, PE, TE, PTOE is an Associate at Rick Engineering Company. He has a B.S. in Civil Engineering from the University of New York at Buffalo. Mr. Stephenson is a Registered Traffic Engineer (#2419) and Professional Traffic Operations Engineer (#2169) in California, and he is a Registered Civil Engineer in California (#69471), Arizona (#42520), New York (#080635), and Colorado (#0048708). He manages a team that provides a variety of traffic engineering services, including the preparation and review of traffic impact studies, signal plans, signing and striping plans, optimized network timing plans, accident analysis, and traffic control plans. With over 14 years of experience, Mr. Stephenson is well-versed with municipal traffic engineering and currently serves the City of Murrieta as the City's Consultant Traffic Engineer.

Appendix B: Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of A	25674
INSURER B : Travelers Indemnity Co. of Connecti	25682
INSURER C : Travelers Casualty & Surety Co. Ame	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FCS International, Inc.
220 Commerce Center, Suite 200
Irvine CA 92602

COVERAGES **CERTIFICATE NUMBER:** 553512704 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			6806083L204	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA6078L716	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP3650T562	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1427T762	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability Claims Made			106035068	1/1/2014	1/1/2015	Per Claim Annual Aggr	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability policy excludes claims arising out of the performance of professional services.

CERTIFICATE HOLDER

Evidence of Insurance only

. CA .

CANCELLATION 30 Day/10 Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Appendix C: RFP Forms

PRICING PROPOSAL FORM

RFP NO. 15-012 Initial Study/Mitigated Negative Declaration

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
See Attached	$			$
	$			$
	$			$

Please see Proposal Pricing Form Attachment for annual pricing

Total Estimated Annual Price	$

Pricing Proposal Form Attachment

Employee	Hourly Rate	Hours Worked	Total Cost	Overtime Rate
Mike Houlihan	180	40	7,200	N/A
Christine Donoghue	160	50	8,000	N/A
Shawn Nevill	130	68	8,840	N/A
Liz Westmoreland	60	95	5,700	N/A
Elena Nuno	140	30	4,200	N/A
Phil Ault	140	33	4,620	N/A
Scott Crawford	180	6	1,080	N/A
Coral Eginton	95	15	1,425	N/A
Brian Stephenson (Rick Engineering)	175	12	2,100	N/A
Scott Patton (Rick Engineering)	140	15	2,100	N/A
Djan Chandra (Leighton Consulting)	225	23	5,175	N/A
Jeffrey Randle (EAS)	110	20	2,200	N/A

Total Estimated Annual Price (Includes Labor, Direct Costs, and Contingency): $59,929

REQUEST FOR PROPOSAL

RFP NO. 15-012 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: FCS International, Inc.

Contact Person for Agreement: Frank Coyle

Corporate Mailing Address: 250 Commerce, Suite 250

City, State and Zip Code: Irvine, CA. 92602

E-Mail Address: fcoyle@fcs-intl.com

Phone: ~~949~~ 714-508-4100 Fax: 714-508-4110

Contact Person for Proposals: Frank Coyle

Title: Director E-Mail Address: fcoyle@fcs-intl.com

Business Telephone: 714-508-4100 Business Fax: 714-508-410

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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

Names	Title	Phone
Robert Francisco	CEO	714-508-4100
Carolina Esguerra	Secretary	714-508-4100
Danilo Bautista	CFO	714-508-4100

Federal Tax Identification Number: 95-3782289

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after **January 15, 2015**

SIGNATURE

1.29.15

DATE

OR

I certify that Proposer or Proposer's representatives have communicated after **January 15, 2015** with a City Councilmember concerning **RFP NO. 15-012 Initial Study/Mitigated Negative Declaration** Services. A copy of all such communications is attached to this form for public distribution.

SIGNATURE

DATE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

Name

1.29.15

Date

EXHIBIT C

FEE SCHEDULE

TASK	FEES
Professional Labor	
Task 1 – Project Initiation	$975
Task 2 – Project Description	2,365
Task 3 – Prepare 1st and 2nd Screencheck IS/MND	21,235
Task 4 – Prepare Proofcheck Draft IS/MND	3,600
Task 5 – Circulation of Draft IS/MND	2,520
Task 6 – Prepare Responses to Comments	5,760
Task 7 – Prepare Mitigation Monitoring Program	700
Task 8 – Meeting Attendance	3,910
Subtotal Professional Labor	**41,065**
Direct Costs	
Hazardous Materials Assessment (EAS, Inc.)	$2,200
Hydrology/Water Quality Peer Review (Rick Engineering)	2,100
Traffic Peer Review (Rick Engineering)	2,100
Geotechnical Constraints Analysis (Leighton and Associates)	5,175
Reprographics/Document Production	2,310
Mileage, Delivery, Postage	670
Administrative Fee (10 percent)	1,455
Total Direct Costs	**16,010**
FCS Estimated Fees	**57,075**
Contingency (5%)	**2,853**
FCS Professional Fee Not to Exceed	**$59,929**

EXHIBIT D

PROJECT SCHEDULE

- Execution of PSA (City Council Approval Req.) March 2015
- Kick-Off Meeting March 2015
- Screen check Draft Due to City for Review May 2015
- Draft IS/MND Circulation July 2015
- Response to Comments July 2015
- Public Hearing(s) August 2015

EXHIBIT E

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of A	25674
INSURER B : Travelers Indemnity Co. of Connecti	25682
INSURER C : Travelers Casualty & Surety Co. Ame	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FCS International, Inc.
220 Commerce Center, Suite 200
Irvine CA 92602

COVERAGES **CERTIFICATE NUMBER:** 1551654143 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY**	Y		6806083L204	1/1/2015	1/1/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual						PERSONAL & ADV INJURY	$1,000,000
	Liability						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC						Deductible	$None
B	**AUTOMOBILE LIABILITY**			BA6078L716	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	Deductible None							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB1427T762	1/1/2015	1/1/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability Claims Made			106035068	1/1/2015	1/1/2016	Per Claim Annual Aggr	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

General Liability policy excludes claims arising out of the performance of professional services.
Re: All Operations as pertains to named insured.
The City of Costa Mesa is Additional Insured as respects to General Liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Costa Mesa
Attn: Silvia Kennerson
77 Fair Drive
Costa Mesa CA 92626

CANCELLATION 30 Day/10 Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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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;

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;

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.