

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 11th day of June, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and FCS International, Inc. a California corporation ("Consultant"), and MW Bluffs Owner, LLC ("Applicant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide environmental-related support and consultation as more fully described in consultant's proposal attached as 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, Consultant, and applicant 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 Forty Eight Thousand Three Hundred Seventy Four Dollars (\$48,374.00).

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 4 months, ending on September 30, 2014, 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:

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

Tel: (714) 508-4100
Fax: (714) 508-4110
Attn: Frank Coyle

IF TO CITY:

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

Tel: (714) 754-5245
Fax: (714) 754-4856
Attn: Mel Lee, AICP
Development Services
Department

IF TO APPLICANT:

MW Bluffs Owner, LLC
4100 MacArthur Boulevard,
Suite 330
Newport Beach, CA 92660

Tel: (949) 335-3300
Fax: (855) 526-3338
Attn: Matt Hamilton

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

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

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

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

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

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

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Redacted Signature] _____
Chief Executive Officer

Date: 6/23/14

CONSULTANT

[Redacted Signature] _____
Signature

Date: 6/17/14

Name and Title

[Redacted Name and Title] _____
Social Security or Taxpayer ID Number

APPLICANT

[Redacted Signature] _____
Signature

Date: 6-12-14

Name and Title

[Redacted Name and Title]

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Redacted Signature]

for City Attorney

Date: 6/17/14

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 6/17/14

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 6/17/14

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

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

DEVELOPMENT SERVICES DEPARTMENT

DEADLINE:

May 16, 2014 by 5:00 PM

REQUEST FOR PROPOSAL 89-UNIT DETACHED RESIDENTIAL AND LIVE/WORK UNITS 1620 THROUGH 1644 WHITTIER AVENUE *Initial Study/Mitigated Negative Declaration* May 5, 2014

DISTRIBUTION

Environmental Consultant Contact List

SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for environmental consulting assistance. The Preface Group has submitted a planning application to the City of Costa Mesa for development of an 89-unit detached residential and live/work development. 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.

TECHNICAL STUDIES

Provided by the Applicant:

- Phase 1 and Phase 2 Environmental Assessments;
- Exterior Noise Analysis;
- Shade and Shadow Analysis;
- Traffic Study.

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 incorporating the above technical data to complete the environmental document. The consultant would also be primarily responsible for preparation of the air quality analysis, hydrology studies, water quality management plan (WQMP), and mitigation measures addressing remediation of soil and/or groundwater.

BUDGET

The City anticipates a budget not to exceed \$50,000 including reimbursables and 2% contingency.

DESCRIPTION

Development Site:

The 248,292 square foot (5.7 acre) site contains approximately 66,119 square feet of industrial buildings for the Ametek Aerospace and Defense Facility and a detached single family residence. The site is located on the north side of West 16th Street and is bounded by the City of Newport Beach to the west and south, industrial uses to the east, and a mobile home park to the north. The property is zoned MG (General Industrial) and has a General Plan land use designation of Light Industry. The site is also located within the City's Mesa West Bluffs Urban Plan.

Proposed Project:

89-unit detached residential development, consisting of 3 stories and a roof deck. 40 of the units are live/work, and 49 units are traditional residential (see attached plans for additional information).

Additional information regarding the project is contained in the Urban Plan Screening Staff Report presented to the City Council on January 21, 2014, a copy of which is also attached to this RFP.

The project scope involves the following:

- Demolition of approximately 66,119 square feet of industrial buildings for the Ametek Aerospace and Defense facility and a detached single family residence.
- Discretionary Approval of a Master Plan and Tentative Tract Map. The proposed project will include a master plan for the development, and a tract map for subdivision of the property to allow for the individual sale of units. The final approval authority is the City of Costa Mesa Planning Commission unless appealed to the City of Costa Mesa City Council.
- Construction of a new 89-unit master plan community as described above.

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.

Deliverable

Project Description

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

Consultant will prepare the environmental impact evaluation for the Screencheck 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.

Deliverable

- Screencheck 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 screencheck IS/MND submittal, Consultant will make revisions and resubmit the document as a PROOFCHECK IS/MND. A proofcheck 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

Proofcheck IS/MND

TASK 5—CIRCULATION OF DRAFT IS/MND

The proofcheck 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 -- MEETING ATTENDANCE AS NEEDED

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

- Planning Commission public hearing (two meetings)
- City Council public hearing (one meeting if Planning Commission decision is appealed to City Council)

TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

(Approx. 14 Weeks From Date of Kick-Off Meeting)

Proposals Due	Friday, May 16, 2014
Consultant Selection	Wednesday, May 21, 2014
Execution of PSA (City Council Approval Req.)	Tuesday, June 3, 2014
Kick-Off Meeting	Monday, June 9, 2014
Screen check Draft Due to City for Review	Late June, 2014
Completed Initial Study/Mitigated Neg Dec	
Sections due	Early July, 2014
Public Notice and Review Period (30 Days Min.)	Mid July/Early August, 2014
Responses to Comments Received	Mid August, 2014
Public Hearing(s)	Late August/Mid September, 2014

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 Friday, May 16, 2014 at 5:00 PM. Postmarks will not be accepted.

MISCELLANEOUS TOPICS

CEQA documents in the City of Costa Mesa are detailed, public disclosure documents that may oftentimes go above and beyond the minimum requirements of the law. Consultants may sometimes underestimate the budget without understanding the community's high expectations of the contents of an IS/MND. The consultant should keep the following in mind:

- Please exercise some degree of latitude with estimating a realistic project budget that fully realizes the challenges of delivering the IS/MND that will be highly scrutinized.
- Please try to avoid proposing an unrealistic, skeleton budget that may invariably need to be amended later through contract change orders.
- Please be sure to include reimbursables, printing budget, and any other costs associated with this project. (All documents will be printed by Consultant.)
- Please include a 2% contingency in the overall budget. The proposed budget should fully anticipate any unusual work activity associated with detailed Responses to Comments, multiple meeting attendance, etc. that would require funding.

CONSULTANT INSURANCE REQUIREMENTS

The City's insurance requirements are described below. Consultant shall modify the insurance certificate within 14 working days of being awarded the contract. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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.

The comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

CONTACT:

Mel Lee, AICP

Senior Planner

City of Costa Mesa

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**EXHIBIT B
CONSULTANT'S PROPOSAL**

May 16, 2014

Mel Lee, Senior Planner
City of Costa Mesa
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628

Re: Proposal for the Preparation of an Initial Study/Mitigated Negative Declaration for an 89-unit Detached Residential and Live/Work Units Development

Dear Mr. Lee:

FirstCarbon Solutions | Michael Brandman Associates (FCS)¹ is pleased to submit this proposal for the preparation of an Initial Study/Mitigated Negative Declaration for an 89-unit Live/Work development located at 1620 through 1644 Whittier Avenue in Costa Mesa, CA.

Project Understanding

The Preface Group ("Applicant") proposes to redevelop the approximately 5.7-acre (248,292 square-feet) site north of 16th Street and east of Whittier Avenue. The project site has been developed for more than 40 years and contains approximately 66,119 square feet of industrial buildings for the Ametek Aerospace and Defense Facility and a detached single family residence. The site is currently zoned General Industrial (MG) and has a General Plan designation of Light Industry. South of 16th Street (light industrial uses) and west of Whittier Avenue (Banning Ranch) is in the City of Newport Beach. The property immediately west of Whittier Avenue and across from the project site is property owned by the Newport Mesa School District and planned for a future elementary school. On the basis of a preliminary review of the site condition and the development proposal by City staff, a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) can be prepared to adequately address potential environmental effects.



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

The proposed project involves the following primary components:

- Demolition of the approximately 66,119 square feet of industrial buildings for the Ametek Aerospace and Defense facility and a detached single family residence.
- Discretionary Approval of a Master Plan and Tentative Tract Map.
- Construction of the new 89-unit master plan community as described in the Request for Proposal (RFP).

FCS understands that the project applicant will be providing Phase 1 and Phase 2 Environmental Site Assessments (ESAs), Exterior Noise Analysis, Shade and Shadow Analysis, and a Traffic Study. The City of Costa Mesa will be providing background information associated with cultural and biological resources, land use, population/housing, and public service impacts that are applicable to the proposed project. FCS will be responsible for the following technical studies: air quality/greenhouse gas, preliminary hydrology study, and a water quality management plan. In addition, FCS will identify appropriate mitigation measures addressing remediation of soils and groundwater based on the information presented in the Phase 1 and Phase 2 ESAs.

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 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 that clearly describes and illustrates the proposed development activity and required discretionary approvals, and any other pertinent information.

Deliverable: *Project Description*

Task 3 – Prepare 1st 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 light industrial uses and mobile homes as well as temporary construction staging activities and undeveloped land. This issue will be briefly discussed.

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 – 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 – Based on a discussion with City staff, the City will be providing information from a record search of the project site and surrounding area at the South Coast Information Center at California State University at Fullerton. In addition, the City will contact the Native American Heritage Commission to obtain a sacred lands record search and a list of tribes to contact for site information. Based on the discussion with City staff, the City will send letters to the tribes and follow-up to ensure the tribal contacts received the letters. FCS will incorporate the information provided by City staff into the Initial Study.

Geology and Soils – The project site contains relatively flat terrain and the majority of the site contains impervious surfaces. FCS does not assume that a geotechnical evaluation will be prepared for the environmental documentation. FCS will utilize geology and soils information from a nearby development (Coastline Community College District's Learning Center) located approximately 1,000 feet south of the project site and along the west side of Monrovia Avenue and north of the terminus of 15th Street.

Hazards and Hazardous Materials – Based on the Request for Proposal, a Phase I and Phase II Environmental Site Assessment were prepared for the project site. FCS will review and incorporate the information into the Initial Study.

Hydrology and Water Quality – FCS' consultant (VA Consulting) will prepare a preliminary hydrology study and a preliminary Water Quality Management Plan (WQMP). Following is the specific scope.

Preliminary hydrology study - Under pre-project conditions, portions of the site flow by surface drainage to Newhall Street, Whittier Avenue, and West 16th Street. This task assumes that watershed areas within the site will be configured to maintain pre-project drainage areas to these three points of discharge. Furthermore, it is assumed that the project will be configured to maintain or reduce the total impervious surface area internal to the project boundaries. Under these assumptions, a qualitative assessment of pre- and post-project peak discharges will be performed and impacts to downstream areas concluded to be reasonably self-mitigated by the aforementioned assumptions. A preliminary hydrology study memorandum will be developed to state these findings for inclusion within the IS/MND and will be stamped and signed by Professional Engineer. In the event that these assumptions are not reflected in the project design, more detailed hydrology and hydraulic calculations will be required in order to quantify hydrologic impacts and to develop possible mitigation measures. These quantitative analyses are excluded from this task.

Preliminary WQMP - VA Consulting will coordinate with City staff responsible for the National Pollutant Discharge Elimination System (NPDES) compliance to identify BMPs that are acceptable to the City. This coordination will include reviewing specific BMPs that are viable to the proposed project. VA Consulting will then prepare a preliminary Water Quality Management Plan (WQMP) for the project that will detail water quality considerations and requirements based on the City's WQMP template. The preliminary WQMP will address the conditions of the City's MS4 Permit as issued by the Regional Water Quality Control Board, Santa Ana Region. Best Management

Practices (BMPs) will be selected that are consistent with Low Impact Development (LID) guidelines. The preliminary WQMP will include a site plan that shows the location and horizontal orientation of proposed BMPs within the development. It is assumed that the detailed design of BMPs will be performed as a part of the final WQMP preparation, and is therefore, excluded from this task.

Land Use – Based on the Request for Proposal, land use information will be provided and FCS will incorporate the information into the Initial Study.

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

Noise – Based on the Request for Proposal, an exterior noise evaluation will be provided to the City by the applicant. The evaluation is assumed to characterize the existing noise conditions and determine the potential noise level impacts on the proposed residential uses. Based on a discussion with City staff, long-term traffic noise will not increase along the surrounding roadway network because the proposed live-work uses are anticipated to result in the same or less traffic trips as compared to the existing traffic trips associated with the existing uses. FCS will incorporate the exterior noise level information into the Initial 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 a discussion with City staff, the City has coordinated with the public services purveyors to determine the current levels of service and the project's potential impact on the existing services. FCS will incorporate the public services information into the Initial Study.

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. FCS assumes that the traffic analysis will adequately address potential project and cumulative impacts to existing roadways and intersections. FCS will incorporate the information from the traffic report into the Initial Study.

Utilities – Based on a discussion with City staff, the City has coordinated with the 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 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. 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. FCS will finalize and distribute the IS/MND by certified mail to all responsible, trustee, and interested agencies, community groups, and individuals.

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. FCS will also revise the Draft Notice of Intent to Adopt and Draft distribution list based on input by City staff.

Deliverable: *Electronic Version of the Proofcheck IS/MND, Final Versions of the Notice of Intent to Adopt, and Final Version of the Distribution List*

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.

Deliverable: *Up to 30 Paper Copies and One Electronic Copy of the Draft IS/MND, Notice of Intent to Adopt, and Notice of Completion*

Task 6: Responses to Public Comments on the Draft Initial Study

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: 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.

Deliverable: *Attend up to two Planning Commission Hearings and One City Council Hearing*

EXHIBIT C
FEE SCHEDULE

Budget

Estimated fees for the Initial Study/MND are identified below. The proposed fee is based on the scope of work described above, and includes all labor and direct costs.

Task	Cost
Professional Labor	
Task 1.0: Project Initiation	\$975
Task 2.0: Project Description	2,365
Task 3.0: Screencheck Draft IS/MND (Air Quality - \$3,800 and Preliminary Hydrology Study/Preliminary WQMP - \$5,000)	23,295
Task 4.0: Proofcheck Draft IS/MND	4,200
Task 5.0: Circulation of Draft IS/MND	2,680
Task 6.0: Prepare Responses to Comments on Mitigated Negative Declaration	6,760
Task 7.0: Meeting Attendance	3,910
Total Professional Labor	\$44,185
Direct Costs	
Reprographics/Document Production	\$2,275
Mileage, Delivery, Postage	670
Administrative Fee (10 percent)	295
Total Direct Costs	3,240
FCS Estimated Fees	\$47,425
Contingency (@2%)	949
Total FCS Estimated Fees Not to Exceed	\$48,374

The assumptions used in calculating the fees are:

- The price is valid for up to 90 days from the date of this scope, after which it may be subject to revision.
- This price is based on completion of the work within the above outlined time frames. If substantial delays occur through no fault of FCS, use of contingency or an amendment of the price may be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.

EXHIBIT D
PROJECT SCHEDULE

Project Schedule

Consistent with the City's schedule objectives, FCS proposes the following timetable for this project.

Task Milestones	Schedule
Notice to Proceed/Project Initiation Meeting	June 9, 2014
Prepare 1 st Screencheck IS/MND	June 27, 2014
City Staff and Applicant Review & Comments	July 2, 2014
Prepare Proofcheck Draft IS/MND	July 9, 2014
City Staff Review and Comments	July 11, 2014
Circulation of Draft IS/MND – Begin Public Review	July 16, 2014
End of 30 Day Public Review	August 15, 2014
Prepare Responses to Comments	August 29, 2014
Planning Commission Hearing	September 2014
City Council Hearing	September 2014

The assumptions used in determining the above project schedule are:

1. Detailed information for the project description, technical assumptions for construction equipment, hours of operation, and horsepower, and operational assumptions related to total trips will be provided at the Project Initiation Meeting. A detail in this information may cause a delay in the completion of technical reports and the IS/MND.
2. The periods shown are adequate for the City's review of each draft submittal. If review schedules nominally change, FCS objective will be to maintain the elapsed time of other tasks.
2. With circulation of the Proposed MND to the State Clearinghouse, the public review period for the MND is assumed to be 30 days.