

**PROFESSIONAL SERVICES AGREEMENT
FOR ENVIRONMENTAL ANALYSIS**

THIS AGREEMENT is made and entered into this 24th day of August, 2016 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and FirstCarbon Solutions, Inc., a California corporation (“Consultant”) and Sheldon Development, LLC, a California limited liability company (“Applicant”).

WITNESSETH:

A. WHEREAS, City is the Lead Agency with land use and planning jurisdiction in the City of Costa Mesa as pertains to the California Environmental Quality Act (“CEQA”); and

B. WHEREAS, Applicant has submitted an application for development of 440 Fair Drive (PA-16-46) (“Project”); and

C. WHEREAS, City and Applicant have agreed that the Project may have significant environmental impacts, necessitating preparation of an initial study, a mitigated negative declaration and related documents and studies, or such other CEQA document as City determines necessary, (“Required CEQA Document”), prepared by a qualified consultant; and

D. WHEREAS, City and Applicant concur in the selection of Consultant based upon the following:

1. Consultant is a professional environmental consulting firm with extensive experience in the preparation of environmental studies and all related documents;
2. Consultant is in good standing with the City;
3. Based on its own criteria, City has determined that the Consultant is fully qualified and well-suited to be selected by City if City had solicited proposals to conduct the work contemplated for the Required CEQA Document;
4. Consultant is prepared to undertake all necessary technical and analytical work required in conjunction with the Required CEQA Document, either directly or through the use of sub-consultants; and

E. WHEREAS, City, Consultant, and Applicant desire to define relationships and areas of responsibility in the preparation and management of the Required CEQA Document.

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

1.0. PARTY OBLIGATIONS

1.1. City Obligations. City shall:

- A. Notwithstanding Applicant’s hiring of Consultant, be responsible for the management of Consultant in the preparation of the Required CEQA

Document including:

1. The content of the Required CEQA Document;
 2. The extent and detail of topical area discussions; and
 3. The consideration of and response to comments received during the Notice of Preparation of the Required CEQA Document and circulation of the Draft Required CEQA Document;
- B. Perform management activities necessary for the Required CEQA Document, including project coordination regarding day to day processing and creation of the Required CEQA Document;
- C. Be responsible for conformity with applicable requirements pursuant to CEQA, California Public Resources Code Section 21000, et seq., and other pertinent laws, regulations and procedures;
- D. Ensure that the Required CEQA Document reflects the independent judgment of the City, per Public Resources Code Section 21082.1, including all documentation prepared and submitted by Consultant and/or Applicant with respect to the Required CEQA Document, the Response to Comments Document, and the Final Required CEQA Document;
- E. Be responsible for the selection of the alternatives to be included in the Draft Required CEQA Document, derived from internal City review, the Required CEQA Document scoping process and comments from resource and responsible agencies and the public;
- F. Be responsible for noticing and scheduling of public meetings and hearing related to the Project and distribution of the Draft and Final Required CEQA Document; and
- G. Be responsible for ensuring that the Required CEQA Document and the Required CEQA Document process reflect factual information and an unbiased and objective approach.

1.2. Applicant's Obligations. Applicant shall:

- A. Be responsible for payment of all costs related to preparation of the Required CEQA Document as provided under Section 2.0 of this Agreement.
- B. Provide technical reports and documents as required by City regarding the preparation of the Required CEQA Document;
- C. Cooperate fully with City in the land use and planning activities related to the

Project and the preparation of the Required CEQA Document;

- D. Document all communication, written and verbal, between the Applicant and Consultant, and provide said documentation to the City.

1.3. Consultant's Obligation. Consultant shall:

- A. Prepare and provide a Scope of Work, in coordination with the City and Applicant, which shall be attached hereto as Exhibit "A."
- B. Notwithstanding Applicant's hiring of Consultant, be responsible for the preparation of the Required CEQA Document including:
 - 1. The content of the Required CEQA Document based upon the directions of City,
 - 2. The extent and detail of topical area discussions based upon the directions of City,
 - 3. The consideration of and responses to comments received during the Notice of Preparation of the Required CEQA Document and circulation of the Draft Required CEQA Document, based upon the directions of the City;
- C. Perform activities necessary for the Required CEQA Document, including project coordination regarding day to day processing and creation of the Required CEQA Document;
- D. Be responsible for conformity with applicable requirements pursuant to CEQA, California Public Resources Code Section 21000, et seq., and other pertinent laws, regulations and procedures.
- E. Ensure that the Required CEQA Document reflects the judgment of City, per Public Resources Code Section 21082.1, including all documentation prepared and submitted with respect to Draft Required CEQA Document, the Response to Comments Document, and the Final Required CEQA Document;
- F. Be responsible for the analysis of the alternatives to be included in the Draft Required CEQA Document, derived from internal City review, the Required CEQA Document scoping process and comments from resource and responsible agencies and the public;
- G. Be responsible for ensuring that the Required CEQA Document and the Required CEQA Document process reflect factual information and an unbiased and objective approach;
- H. Document all communication, written and verbal, between the Applicant and Consultant, and provide said documentation to the City.

1.4. 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. 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.

1.5. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified conditions. Evaluations of the work will be done by the City Clerk 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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. Applicant shall pay one hundred percent (100%) of all costs of City and Consultant in the management and preparation of the Required CEQA Document and all work related thereto. Consultant's total compensation shall not exceed FORTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN Dollars (\$47,557.00).

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The obligations of all parties pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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. TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until such time as action by the City Council of the City of Costa Mesa on the Required CEQA Document becomes administratively final on the Project and the Required CEQA Document.

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 and Applicant. 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, Applicant shall pay Consultant and City for reasonable costs incurred and services satisfactorily performed up to and including the date of

City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant or by Applicant in the performance of this Agreement including, but not limited to, the Required CEQA Document, development and construction documents, data studies, drawings, maps and reports, and all related documents, 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.

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:	IF TO APPLICANT:
FirstCarbon Solutions, Inc. 250 Commerce Suite 250 Irvine, CA 92602 Tel: (909) 884-2255 Email: fcoyle@fcs-intl.com Attn: Frank Coyle	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5608 Email: ryan.loomis@ costamesaca.gov Attn: Ryan Loomis	Sheldon Development, LLC 901 Dove Street Suite 230 Newport Beach, CA 92660 Tel: (949) 777-9400 Email: steve@sheldongrp.com Attn: Steve Sheldon

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 "A" 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. The foregoing notwithstanding, Applicant shall have the right to assign this Agreement without City's consent (a) to a wholly-owned subsidiary or affiliated entity in which Applicant owns at least a fifty percent (50%) interest, or to a limited liability company in which Applicant is a managing member, or to a limited partnership in which Applicant is a general partner, provided Applicant has assigned all its interest in the Project to such subsidiary, entity, company or partnership.

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.

Applicant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Applicant'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 Applicant, 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 Applicant, 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 Applicant, 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 Applicant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Applicant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Applicant 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.

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. Consultant and Applicant agree that the City shall retain ownership of the Required CEQA Document, 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 Applicant or any of their subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant and Applicant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant and Applicant shall deliver to City any Required CEQA Document, finding, 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 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, 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



Chief Executive Officer of Costa Mesa

Date: 9/8/16

CONSULTANT, First Carbon Solutions, Inc.



Signature
Frank Cafe, Director

Name and Title

Date: August 31, 2016

95-3782289

Social Security or Taxpayer ID Number

APPLICANT, Sheldon Development



Signature
Stephen R. Sheldon, CEO

Name and Title

Date: August 29, 2016

20-5748694

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 09/06/16

ATTEST:



Brenda Green 9/8/16
City Clerk

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 8/31/14

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 8-31-16

DEPARTMENT HEAD APPROVAL

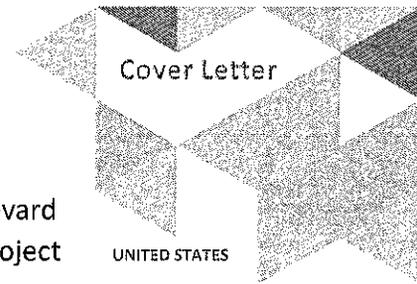
[Signature]
Gary Armstrong, Development Services Director

Date: 8-31-16

[Signature]
Stephen Dunivent, Interim Finance Director

Date: 9-01-14

EXHIBIT A
SCOPE OF WORK



with the City, FCS completed the fast-tracked IS/MND for the 2277 Harbor Boulevard Redevelopment Project in December 2015. Another IS/MND for a residential project in the City of Brentwood was completed in less than three months (from project initiation to City Council approval).

FCS has extensive experience in the local area. Working with the City, FCS has completed the fast-tracked IS/MND for the 2277 Harbor Boulevard Redevelopment Project in December 2015 and the Lighthouse Live/Work Residential Project IS/MND in June 2014. Additional relevant projects and references are detailed within this proposal. In preparing the IS/MND for this project, our staff will be working locally out of our Irvine headquarters, the address and telephone number for which is listed below.

FCS provides proactive and responsive communication and accessibility. FCS prides itself on having a high level of communication with our clients—this is a hallmark of FCS's services and is critical to a successful project, especially when the schedule is aggressive. Close coordination with the City throughout this process will ensure that the analysis meets your needs and expectations, and will ensure that the process is as streamlined as possible.

We thank you for the opportunity to provide the subject services and look forward to continuing our successful working relationship with the City and to expediting the environmental documentation process for this Project. The enclosed proposal and pricing indicated herein is valid for up to 180 days. My signature below certifies that I am authorized to contractually obligate the firm and will remain the City's contact for the evaluation period and, if awarded, for the term of the Project. If you have any questions about this submittal, please contact me at 714.508.4100 or e-mail me at fcoyle@fcs-intl.com.

Sincerely,

Frank L. Coyle, Director
FirstCarbon Solutions
250 Commerce, Suite 250
Irvine, CA 92602
714.508.4100

UNITED STATES

Irvine
250 Commerce, Suite 250
Irvine, CA 92602

Los Angeles
11755 Wilshire Blvd, Suite 1660
Los Angeles, CA 90025

Bay Area
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

Central Valley
7265 N First Street, Suite 101
Fresno, CA 93720

Inland Empire
650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408

Sacramento
180 Promenade Circle, Suite 300
Sacramento, CA 95834

Connecticut
1175 Post Road E
Westport, CT 06880

EUROPE

United Kingdom
Tel: +44 (0) 845.165.6245
Fax: +44 (0) 20.3070.0890
Future Business Centre
Kings Hedges Rd.
Cambridge CB4 2HY
United Kingdom

AUSTRALIA

New South Wales
Tel: +61 (02) 9418.7822
Fax: +61 (02) 9418.7833
13-15 Smith Street
Chatswood, NSW 2067
Australia

AFRICA

Kenya
Tel: +254-737-433-621
ADEC Kenya Services EPZ Ltd.
Nairobi, Kenya

ASIA

Philippines
Tel: +63 (2) 775.0632
Fax: +63 (2) 775.0632 local 8050
26th Floor, Philippine AXA Life Centre,
Sen. Gil Puyat Avenue,
Makati City, Metro Manila

Malaysia
Tel: +603 74902112
Fax: +603 79606977
15-7, Block A, Jaya ONE
72A Jalan Universiti
46200 Petaling Jaya
Selangor, Malaysia



Vendor Application Form



REQUEST FOR PROPOSAL

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION RFP No. 16-41

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: FirstCarbon Solutions Inc.

Contact Frank Coyle Person for Agreement:

Corporate Mailing Address: 250 Commerce, Suite 250

City, State and Zip Code: Irvine, CA 92602

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

Phone: 909-884-2255 Fax: 909.884.2113

Contact Person for Proposals: Frank Coyle

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

Business Telephone: 909-884-2255 Business Fax: 909.884.2113

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: License # 48985

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

City of Costa Mesa Business License Expiration Date: March 31, 2017



Signature

July 22, 2016

Date

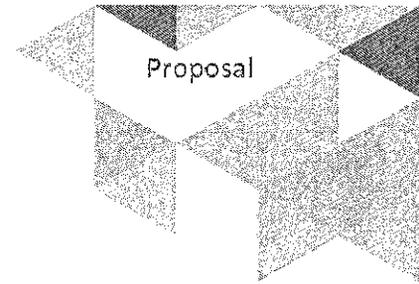


Table of Contents

Vendor Application Form and Cover Letter ii
 Cover Letter..... ii
 Vendor Application Form iv

Background and Project Summary 1
 Background 1
 Project Summary..... 2

Methodology 3
 FCS’s Efforts to Satisfy the Scope of Work..... 5
 Tasks Required from the City Staff 11
 Detailed Project Schedule 12

Staffing 13
 FirstCarbon Solutions Staff 13

Qualifications..... 19
 FirstCarbon Solutions’s Firm Description and Qualifications..... 19
 References..... 21
 Environmental Assessment Specialists, Inc. (Subconsultant, Phase I ESA Peer Review) 27
 Kunzman Associates, Inc. (Subconsultant, Traffic Analysis Peer Review) 27
 KWC Engineers (Subconsultant, Preliminary Hydrology and WQMP Peer Review)..... 27

Financial Capacity 28

Fee Proposal 28

Disclosure 30

Sample Agreement 30

Checklist of Forms to Accompany Proposal 30

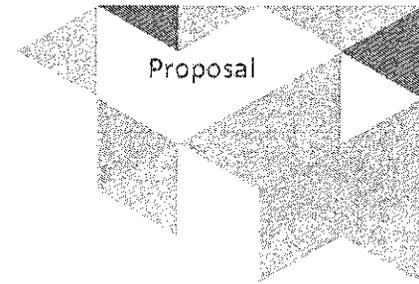
Appendix A: Resumes

Appendix B: Ex Parte Communications Certificate

Appendix C: Price Proposal Form

Appendix D: Disclosure of Government Positions

Appendix E: Disqualifications Questionnaire



BACKGROUND AND PROJECT SUMMARY

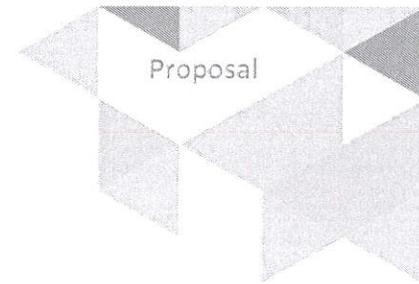
Background

The City of Costa Mesa (City) is a general law city, operating under the council/manager form of government. It has a total land area of 16.8 square miles and a population of approximately 110,757. The City has a General Fund budget of over \$109 million and total of over \$114 million for the fiscal year 2014-2015. The City provides a wide range of services including police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs. The nation's single largest commercial activity center, South Coast Plaza Shopping Center calls the City its home, as well as the Orange County's largest non-profit arts organization, Segerstrom Center for the Arts; the Tony Award-winning South Coast Repertory; and the Orange County Fairgrounds.

In addition to the City's 2000 General Plan, the following approved plans are designed to guide City development:

- East 17th Street Specific Plan,
- Newport Boulevard Specific Plan,
- North Costa Mesa Specific Plan,
- Downtown Redevelopment Plan,
- South Bristol Entertainment & Cultural Arts (SoBeca) Urban Plan,
- Costa Mesa Theater and Arts District Plan,
- Orange County Fairgrounds and Exposition Center Master Plan,
- the Westside Urban Plans: 19 West, Mesa West Bluffs, and Mesa West Residential Ownership.

Major development projects/areas include Harbor Gateway (78 acres); the Automobile Club of Southern California (39 acres); Segerstrom Home Ranch (93 acres); Metro Pointe (50 acres); South Coast Plaza (115 acres); South Coast Plaza Town Center (54 acres); South Coast Metro Center/Experian Solutions (45 acres); Sakioka Farms Lot 15 (40 acres); Sakioka Farms Lot 25 (33 acres); and 1901 Newport Plaza (8 acres). The City has recently completed a number of multiple affordable housing projects and live/work development projects, including the 2277 Harbor Boulevard and Lighthouse Projects for which FCS provided environmental consulting services. Both projects were completed on time and on budget.



Our past experience on City projects has demonstrated that City residents are actively engaged in City development and redevelopment efforts, and our team possesses the expertise to provide community outreach and scoping services, effectively respond to public comments and concerns, and support the City at public meetings and hearings. Furthermore, our attention to detail and QA/QC processes will help ensure that every environmental or technical document our team prepares is technically accurate, thorough and consistent, and legally defensible. We describe these processes in more detail below.

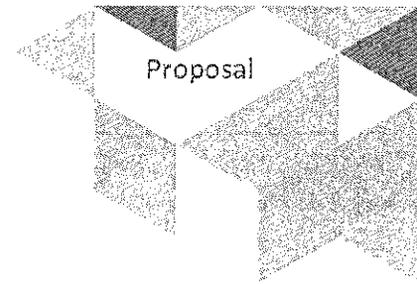
Project Summary

The City recently released a request for proposals (RFP) for a fast track Initial Study/Mitigated Negative Declaration (IS/MND) for the 440 Fair Drive Project (Project). The Project site is a 1.66-acre L-shaped parcel in the Neighborhood Commercial land use designation. As proposed, the Project will include two residential types: (1) eight units of two-story detached units along Carnegie Avenue; and (2) 20 three-story duplex units facing the interior and Fair Drive.

The City has determined that the proposed Project will require the following entitlements:

- A Mitigated Negative Declaration in conformance with the California Environmental Quality Act (CEQA);
- A General Plan Amendment to change the land use designation from Neighborhood Commercial (NC) to High Density Residential (HDR);
- A Rezone to change the zoning from C1 (Local Business District) to PDR-HD (Planned Development Residential–High Density);
- A Master Plan for site design and architectural plans; and
- A Tentative Tract Map for subdivision of the site.

In preparing the fast track IS/MND, FirstCarbon Solutions (FCS) will conduct a peer review of the applicant-provided technical studies (Noise Analysis, Phase I Environmental Assessment, Preliminary Hydrology and Water Quality Management Plan, Traffic Analysis, and Greenhouse Gas and Air Quality Analysis) for technical adequacy and legal sufficiency for purposes of CEQA. Similarly, information on cultural and biological resources, land use, and public services impacts made available by the City will also be reviewed by FCS. FCS will be primarily responsible for incorporating all technical studies and data to the IS/MND. As part of the expedited IS/MND process, FCS will also prepare responses to comments on the environmental document and attend public hearings. With the expedited IS/MND process, FCS aims to deliver a Screencheck Draft IS/MND for the City's review one month after the kick-off meeting and produce a Draft IS/MND for circulation less than two weeks afterwards.



METHODOLOGY

Description and Approach

FCS's goal is to provide cost-effective, technically-sound, and legally-defensible environmental consulting and documentation services to the City. To this end, we emphasize frequent, informal communication with our clients and prepare concise verbal and written summaries of project information. Our level of commitment is supported by our firm's management style of "No Surprises." As soon as we encounter a challenge, we will notify the City immediately and provide proven, short-and long-term strategies to remedy any situation we encounter, including emergencies and delays. Our project management philosophy revolves around an infrastructure of communication and assigning appropriately skilled resources to implement a given project scope. The repeat business we receive from our many valued clients is a result of our focused customer service philosophy.

To effectively manage the CEQA process, FCS will work with City staff in balancing the collection of detailed environmental data necessary to comply with CEQA while confirming the applicability and need for any additional state and federal regulatory permits and/or more focused site analysis. Our approach will facilitate the development of a comprehensive impact analysis while simultaneously identifying the need for any future permit-level analysis and specific mitigation requirements, which streamlines the environmental compliance process and saves on costs. As part of developing a project-specific work plan, FCS seeks to utilize existing technical studies wherever possible before identifying studies that are needed to characterize existing conditions, as required under CEQA. Such studies provide the foundation for evaluating the significance of project impacts and identifying suitable mitigation measures.

FCS encourages our clients to integrate environmental considerations early in the project planning process. The requirements of CEQA should be considered early enough for agencies to take into account environmental opportunities and constraints in the project design. Our experience has shown that by proactively incorporating environmental and permitting considerations into the project conceptualization, design, and planning phases at the earliest feasible time, project proponents can reduce and, in some instances, eliminate the need for agencies to acquire additional regulatory permits that can add months or even years to project completion schedules and substantially increase project costs. Our approach streamlines the environmental compliance process and facilitates the preparation of legally defensible documents that can withstand public scrutiny and potential legal challenge.

Developing the Project Description

One of the most important factors in preparing a legally defensible environmental document is having a complete and accurate understanding of the proposed project prior to initiating

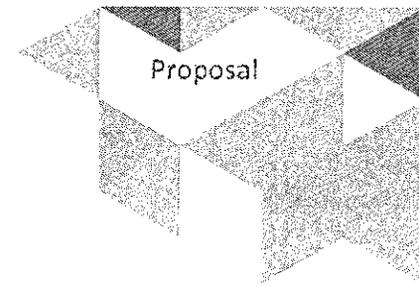
environmental analyses or review. This can result in significant time and cost savings for our clients. Initiating technical studies or environmental analyses at the appropriate time eliminates the need to backtrack and duplicate field efforts due to new or changed project circumstances. FCS will assist the City in defining the precise location and boundaries of all of the components, facilities, and associated infrastructure required to construct and operate the proposed project. We understand that due to scheduling constraints, sometimes consultants are required to move forward in the absence of such information. In this case, we will work with the City and its staff to define and document the project details as soon as possible and to identify when it might be appropriate to make certain assumptions to allow the project to remain on schedule.

Preparing Technical Studies

As demonstrated in the References portion of this proposal, FCS has extensive experience in conducting initial site assessments and preparing or peer reviewing noise assessments, air quality studies, biological reports, cultural/historical resource reports, and other technical reports that may be required for purposes of CEQA. Our teaming partners, Environmental Assessment Specialists, Inc. (EAS), KWC Engineers, and Kunzman and Associates, Inc. have ample experience in preparing and peer reviewing Phase I Environmental Site Assessments, Preliminary Hydrology and Water Quality Management Plans (WQMPs), and Traffic Analysis studies, respectively. FCS will manage our team of technical specialists for this project and provide any billing detail and reporting to the City on the behalf of our team.

Compliance with Processing and Legal Requirements

FCS has established an excellent record of legal defensibility for environmental documents with our clients. We exercise particular care to ensure that our environmental documents contain thorough environmental analyses and explicit documentation of all data sources and research contacts. This approach reduces the potential for successful legal challenge. FCS's staff is experienced in conducting environmental documentation for controversial projects. We have developed research and documentation, and we use agency-accepted environmental assessment techniques that minimize avenues for legal challenge. FCS's in-house attorneys regularly monitor CEQA court decisions and CEQA Amendments to keep FCS managers abreast of legal precedents and compliance issues. FCS's environmental technical staff attends annual updates regarding CEQA compliance to maintain a current approach to legal compliance. All FCS Project Managers have years of experience preparing and managing project administrative records according to the requirements of CEQA and are well-versed in the various processing requirements that apply to specific types of environmental documentation, including minimum circulation periods, distribution and noticing requirements, and processing timelines.



Quality Control

FCS's system of quality control is much more than document review prior to submittal. It involves every step in the preparation of technical studies and environmental documents. Upon project initiation, all team members will be provided with a copy of the agreed-upon scope of work, allowing every individual involved with the project to have the same understanding of the required work products, the content of the work products, and the prevailing schedule/budget constraints. Our in-house attorneys who oversee FCS's environmental services publications team will also oversee the overall Quality Assurance/Quality Control (QA/QC) process for this project. FCS's QA/QC Manager, Project Director, and Project Manager will coordinate all activities related to quality control/quality assurance, including multiple reviews of project documentation to ensure legal defensibility, technical accuracy, and objectivity. FCS's management team commits to not only reviewing the "final product" but also to conducting a thorough review of all technical data and studies used to support our documents' findings and conclusions. This ensures that all of FCS's findings will be accurate and properly incorporated.

Implementing Innovative and Creative Approaches

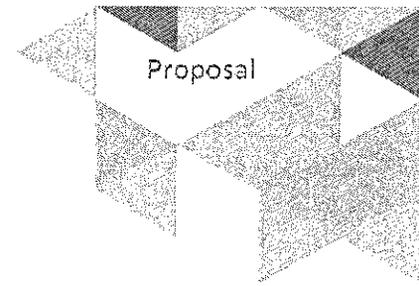
In addition to the efficiencies and performance capabilities described above, the FCS team can ensure that this project will be executed with innovative and creative approaches. Our collaborative approach and rapid response times were instrumental in ensuring the success of the City's 2277 Harbor Boulevard and Lighthouse Live/Work Residential Lofts projects. For both of these projects, FCS implemented our in-house QA/QC processes to ensure that technical and environmental documentation were technically sound, internally consistent, and legally sound. FCS's Director and senior managers closely supervised these project teams and maintained a keen eye for detail on all draft work products. All issues were handled proactively and thoroughly, and the City was extremely complimentary of FCS's assistance at the public hearings. For the 2277 Harbor Boulevard project, which faced multiple hurdles and opponents, FCS provided specialized analyses to support the City's view on specific incentives. For example, affordable housing was provided on site to allow for higher densities. Clustering of buildings provided more open space. FCS worked closely with City staff and the City attorney to resolve issues related to the removal of affordable housing and satisfy all related public concerns.

FCS's Efforts to Satisfy the Scope of Work

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

Task 1—Project Initiation

The FCS Project Manager will attend one kickoff meeting with the applicant's project team and the City to discuss project plans, identify data requirements, coordinate activities, and 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 peer review applicant-provided technical studies and will review other background information provided by the City/applicant as received, and will provide prompt feedback as to the adequacy of the applicant-provided technical reports for use in the IS/MND.

Deliverable

- One Kick-off meeting

Task 2—Project Description

FCS will prepare a complete Project Description for City/applicant review and approval and will ensure that it clearly describes and illustrates the proposed development activities, required discretionary approvals, and any other pertinent information. Any changes to the Project Description after completion of this task may require separate authorization and budget augmentation and may extend the project schedule.

Deliverable

- Project Description

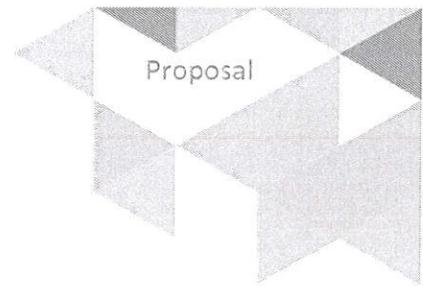
Task 3—Prepare Screencheck IS/MND

FCS will 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 analysis of aesthetic issues will involve the collection of photographic data from the areas surrounding the proposed project site and the preparation of a qualitative analysis of the potential impacts related to aesthetics as observed from these areas. All of the necessary data analysis and collection for this section of the IS will be provided by FCS.

Agriculture and Forestry Resources—There are no agricultural or forest resources on the project site. This issue will be briefly discussed in the IS/MND.

Air Quality/Greenhouse Gases—According to the RFP, the project applicant will be submitting a greenhouse gas and air quality analysis. FCS will peer review this analysis to ensure technical adequacy and legal sufficiency for purposes of CEQA. A summary letter will be prepared documenting the results of the review, with the goal of providing a statement that the reviewer agrees with the results and recommendations contained within the analysis.



consulting services including due diligence, land planning, entitlements, design drawings, and construction. Since the firm’s inception in 1981, KWC has completed over 2,000 projects for numerous private and public clients throughout Southern California. The KWC team consists of 20 professionals and includes eight Registered Professional Engineers, seven Engineers-in-Training, and two Licensed Surveyors. Located in Corona, the firm is less than an hour away from the City’s administrative offices. Recently, the firm provided hydrology/hydraulics services to support the Yorba Linda Estates Project in Yorba Linda, the Santiago Canyon Project in the City of Orange, the South Coast Plaza Project in Costa Mesa, the Anaheim Garden Walk Project in Anaheim, and the University Research Park project in Irvine.

FINANCIAL CAPACITY

This RFP requires FCS to provide the latest audited financial statement and other pertinent information, such as internal unaudited financial statements and financial references, to allow the City to reasonably formulate a determination about the financial capacity of FCS. FCS is a privately held company, therefore, we ask that our financial statements remain confidential. The following documents are provided under separate cover:

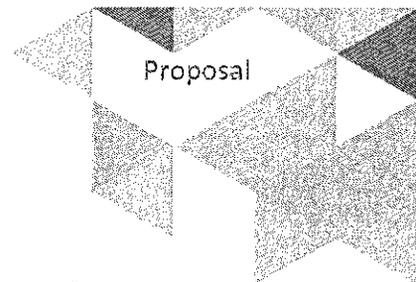
- Statement from FCS Controller
- 2015 Income Statement
- 2015 Balance Sheet

There are no administrative proceedings, claims, lawsuits, or other exposures pending against FCS at this time.

FEE PROPOSAL

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. Responsive to the RFP, a breakdown of the number of the hourly rates, number of estimated hours and total costs per employee is provided in the Pricing Proposal Form Attachment, included in Appendix C.

Task	Fees
Professional Labor	
Task 1—Project Initiation	\$680
Task 2—Prepare Project Description	\$2,500
Task 3—Prepare Screencheck IS/MND	\$26,637



Task	Fees
Task 4—Prepare Proofcheck Draft IS/MND	\$5,600
Task 5—Circulation of Draft IS/MND	\$1,655
Task 6—Prepare Response to Comments	\$3,205
Task 7—Prepare Mitigation Monitoring Program	\$820
Task 8—Meeting Attendance	\$840
Task 9—Project Management	\$3,120
Subtotal Professional Labor	\$45,057
Direct Costs	
Reprographics/Document Production	\$2,000
Mileage, Delivery, Postage	\$500
Total Direct Costs	\$2,500
FCS Professional Fee Not to Exceed	\$47,557

Assumptions

The assumptions used in calculating the above fees are:

- The fee is valid for up to 180 days from the date of this scope, after which it may be subject to revision.
- City staff will be responsible for distribution of public review documents.
- 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.
- Costs have been allocated to tasks, based upon FCS’s proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.
- Printing costs are based on the method of printings and bindings 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

