

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
FIRSTCARBON SOLUTIONS CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and FIRSTCARBON SOLUTIONS CORPORATION, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare an initial study/mitigated negative declaration for the Vanguard University Campus Master Plan, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Scope of Services, attached hereto as Exhibit "A," and 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 "B," attached hereto and made a part of this Agreement by this reference (the

"Fee Schedule"). Consultant's total compensation shall not exceed Eighty Three Thousand Eight Hundred Sixty Dollars (\$83,860.00).

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 from the Effective Date until three (3) years after termination of this Agreement.

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 "C," 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 Twelve (12) months, ending on June 20, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional term periods of one (1) year each, upon mutual written agreement of both 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 “D” 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 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, and (b) 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:

FirstCarbon Solutions
250 Commerce, Suite 250
Irvine, CA 92602
Tel: (714) 508-4100
Attn: Frank L. Coyle

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5023
Attn: Stéhanie Urueta

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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 "E" 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 agents 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.

[Signatures to follow on next page]

CONSULTANT

Frank Coyle
Signature

Frank Coyle, Director
[Name and Title]

Date: 6.22.17

[Redacted]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Katrina Foley
Mayor for the City of Costa Mesa

Date: 7/14/17

ATTEST:

Brenda Green
Brenda Green
City Clerk



APPROVED AS TO FORM:

Thomas Duarte
Thomas Duarte
City Attorney

Date: 06/30/17

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/28/17

APPROVED AS TO CONTENT:

Mel Lee
Mel Lee
Project Manager

Date: 6/29/17

DEPARTMENTAL APPROVAL:

Tamara Letourneau
Tamara Letourneau
Development Services Director

Date: 7/11/17

APPROVED AS TO PURCHASING:

Stephen Dünivent
Stephen Dünivent
Interim Finance Director

Date: 6.28.17



EXHIBIT A
SCOPE OF SERVICES

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 because of scheduling constraints, consultants sometimes 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.—specialize in preparing Phase I Environmental Site Assessments, Traffic Impact Analyses, Grading and Drainage Plans, and Water Quality Management Plans, 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 understand 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 not only to review the "final product" but also to conduct 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 Redevelopment Project, Lighthouse Live/Work Residential Lofts, and 2850 Mesa Verde Drive East projects. For all of these projects, FCS implemented our in-house QA/QC processes to ensure that all technical and environmental documentation was technically and legally sound, and internally consistent. FCS's Director and 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 Redevelopment 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. For the 2850 Mesa Verde Drive East Project, FCS accommodated the City's expedited timeline and completed the project through City Council approval in less than three months.

FCS'S EFFORTS TO SATISFY THE SCOPE OF WORK

FCS has prepared the following scope of work to respond to the City's objectives for this project and process.

Task 1—Project Initiation

FCS's Project Director and 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, 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—Technical Studies

FCS will prepare technical studies/memorandums for the analysis of the environmental topics described below. FCS will also summarize and incorporate all technical studies/memorandums prepared for the project into the IS/MND.

Subtask 3.1—Prepare Air Quality Impact Analysis

FCS will conduct an air quality analysis that will include an evaluation of short-term (construction) and long-term (operational) impacts. The analysis will follow South Coast Air Quality Management District (SCAQMD) guidance. The analysis will be performed in accordance with the CEQA Guidelines and applicable standards of local agencies. FCS will prepare a technical report to support the IS/MND. Completion of the analysis requires the following tasks.

Subtask 3.1.1—Conduct Air Pollutant Emissions Analysis

FCS will include a general discussion and quantitative estimate of potential short-term construction and long-term operational regional criteria air pollutant and toxic air contaminant (TAC) emissions. FCS will use thresholds of significance and the screening criteria in the SCAQMD Air Quality Assessment Guidelines for the analysis.

Air pollutant emissions associated with construction and operation will be estimated using the California Emissions Estimator Model (CalEEMod) emission model. Construction related impacts include equipment exhaust emissions, fugitive dust emissions, and reactive organic gases (ROG) emissions. The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.). This scope assumes modeling and analysis for up to four construction phases for the proposed project. Based on the current project description, this scope includes up to 20 hours for CalEEMod emissions modeling. Major changes to the project features, design, schedule, or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment. Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.

FCS will provide the applicant with a Request for Information that includes all necessary construction and operational parameters required to model air quality emissions. This scope assumes relevant data (horsepower and numbers of construction equipment, hours of use for emergency generators, etc.) for the construction and operational analysis will be provided by the project applicant. However, in the event that project-specific information is not available, FCS will work with the applicant to develop reasonable assumptions that are based on professional experience.

Subtask 3.1.2—Conduct Localized Significance Threshold Analysis for Construction

There are two methods by which the localized significance threshold (LST) analysis may be conducted. The first method is to compare the project's on-site emissions to relevant LSTs from the SCAQMD's look-up tables for the source receptor area where the project is located. The second method is to conduct dispersion modeling, wherein pollutant concentrations at nearby sensitive receptors are estimated using the U.S. Environmental Protection Agency (EPA) AERMOD air dispersion model and, with ambient background concentrations, are compared with the concentration-based federal and state ambient air quality standards. The second method is to conduct dispersion modeling, wherein pollutant concentrations at nearby sensitive receptors are estimated using the EPA AERMOD air dispersion model and, with ambient background concentrations, are compared with the concentration-based federal and state ambient air quality standards. FCS will first analyze construction impacts using the SCAQMD's LST lookup screening tables. Emissions will then be estimated considering an unmitigated scenario. If the construction emissions result in a significant local construction air quality impact before mitigation, FCS will apply generally accepted mitigation measures to reduce impacts to less than significant levels. If after mitigation the emission impacts still exceed the significance thresholds, FCS will proceed with the air dispersion modeling assessment of the localized construction emissions without mitigation and with mitigation to provide a refined estimate of impacts.

This scope assumes modeling and analysis for up to four construction phases for the proposed project. Based on the current project description, this scope includes up to 20 hours for emissions modeling. Major changes to the project features, design, schedule, or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment. Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.

Subtask 3.1.3—Conduct Localized Significance Threshold Analysis for Operations

FCS will develop estimates of the project's operational impacts from criteria air pollutants including carbon monoxide (CO), nitrogen dioxide (NO₂), particulate matter less than 10 microns in diameter (PM₁₀), and particulate matter less than 2.5 microns in diameter (PM_{2.5}). Long-term operational emissions would be quantified, including an evaluation of the criteria pollutant emissions associated with the proposed power plant. It is anticipated that the majority of the project's operational emissions would result from mobile source emissions that occur on the local roadway network. Therefore, it is anticipated that the project's operational LST analysis can be sufficiently addressed using SCAQMD's LST look-up tables.

Subtask 3.1.4—Evaluate Health Risk Impacts from Construction and Operations

Based on the proximity of sensitive receptors in the project vicinity, FCS recommends performing a health risk assessment (HRA) to evaluate potential construction-related health risks. The two major TACs that affect health impacts in the air include diesel particulate matter (DPM) and total organic gases (TOG). DPM from the operation of diesel trucks and construction equipment has been identified by the California Air Resources Board (ARB) as a carcinogen that can result in long-term health impacts. In addition, TOG emissions from the operation of both diesel and gasoline vehicles also contain chemical components that have short-term health impacts. Although short-term in nature, construction-related TAC emissions could expose nearby sensitive receptors to elevated levels of TACs. Therefore, FCS will prepare an HRA that is consistent with the current SCAQMD health risk guidance for CEQA assessments.

FCS will make a significance finding for the construction-related health risk impacts on the existing nearby sensitive receptors. If the project exceeds the applicable SCAQMD health risk significance thresholds, FCS will identify mitigation measures that would reduce the health risk impacts to the extent feasible.

Two scenarios result in an operational TAC exposure: when a TAC source is sited near existing sensitive receptors, or when a sensitive receptor is placed near an existing source of TACs. In the first scenario, the proposed project would include a new central power plant on campus that is assumed to include emergency backup diesel generators and boiler systems. The two major TACs that affect cancer levels in the air are diesel particulate matter (DPM) and total organic gases (TOG). DPM from the operation of diesel-fueled equipment has been identified by the ARB as a carcinogen. In addition, TOG emissions from the operation of diesel engines and fuel consumed by a new boiler (natural gas) will also contain chemical components that have been identified as carcinogenic. Therefore, FCS will prepare an HRA to assess the potential health impacts to nearby sensitive receptors as a result of the project's daily operational activities.

In the second scenario, implementation of the project would introduce sensitive receptors (in the form of expanded on-campus residential housing) to TAC emissions from the adjacent State Route 55. Therefore, an operational HRA analysis will be performed utilizing AERMOD to quantify TAC emission impacts to future residents of the proposed on-campus student housing from traffic on State Route 55. This scope assumes one comprehensive round of modeling potential TAC impacts to the proposed project. Based on the current project description, this scope includes up to 30 hours for AERMOD emissions modeling for operational impacts. Major changes to the project features, design, schedule or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment. Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.

Subtask 3.1.5—Conduct Odor Analysis

Two scenarios result in odor or TAC exposure: when a generator of odor or TACs is constructed near a sensitive receptor, or when a sensitive receptor is placed near a source of odor or TACs. Odor impacts associated with the proposed project will be assessed qualitatively according to SCAQMD's

recommended methodology and other applicable parameters, such as acceptable screening trigger distances, wind direction, and odor complaint history.

Subtask 3.1.6—Significance Finding/Mitigation Measures

FCS will make a significance finding before and after mitigation for potential impacts. If the project exceeds construction, operation, or odor significance thresholds, FCS will identify mitigation measures that would reduce criteria pollutants emissions. Measures from the CalEEMod mitigation component will be used to reduce project emissions, if needed. Any design features and mitigation measures included in the project will be discussed in the analysis.

Deliverable

- One (1) electronic copy of the Air Quality Analysis

Subtask 3.2—Prepare Greenhouse Gas Emissions Analysis

FCS will prepare a greenhouse gas (GHG) emissions analysis that will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will follow SCAQMD guidance and will be performed in accordance with the CEQA Guidelines and applicable standards of local agencies. FCS will prepare a technical report to support the IS/MND. Completion of the analysis requires the following tasks.

GHG emissions associated with construction and operation of the project will be estimated using CalEEMod. The SCAQMD has not finalized GHG thresholds, but has provided draft tiered thresholds. FCS will use a tiered threshold approach that compares the project's amortized construction emissions and operational emissions to the SCAQMD bright line threshold for commercial projects, which is 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) emissions per year. If the project exceeds the bright line threshold, FCS will prepare an analysis based on consistency with reduction targets required to achieve the goals of Assembly Bill (AB) 32. The City of Costa Mesa does not currently have an adopted climate action plan or greenhouse reduction goals or thresholds. Therefore, for purposes of this analysis, FCS will evaluate the project's design and purpose with the applicable regional climate action plan (e.g., Scoping Plan). The analysis will also address the recent State Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG impacts.

Subtask 3.2.1—Significance Finding/Mitigation Measures

FCS will make a significance finding before and after mitigation for potential impacts. If the project exceeds GHG emissions thresholds, FCS will identify mitigation measures that would reduce GHG emissions. Measures from the CalEEMod mitigation component will be used to reduce project emissions, if needed. Any design features and mitigation measures included in the project will be discussed in the analysis.

Deliverable

- One (1) electronic copy of the GHG Emissions Analysis

Subtask 3.3—Prepare Noise Impact Analysis

FCS will prepare a Noise Impact Analysis to evaluate project-related construction and operational noise impacts on surrounding land uses. To perform this analysis, the following tasks are required.

Subtask 3.3.1—Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, state, and city plans, policies, and standards will be summarized. The existing noise environment will be documented through traffic noise modeling and an ambient noise monitoring effort (up to ten short-term measurements in the project vicinity) to establish the baseline ambient noise environment conditions for comparison to the City’s land use compatibility standards.

Subtask 3.3.2—Conduct Construction Noise Impact Analysis

Construction of the project would require the short-term operation of heavy equipment. The EPA recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. Noise analysis requirements will be based on the sensitivity of the project area and City of Costa Mesa’s noise ordinance specifications.

Subtask 3.3.3—Conduct Operational Noise Impact Analysis

A quantitative assessment of noise impacts from project-specific and cumulative vehicular traffic trips will be performed. Traffic noise impacts will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Required model input data include without- and with-project average daily traffic volumes on adjacent roadway segments, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Community Noise Equivalent Level (CNEL) along selected roadway segments, based on the traffic study prepared for the project, will be provided in a table format to show the distance/contour relationship. This scope of work assumes comprehensive modeling for up to six total traffic scenarios.

Potential noise impacts from project-related stationary noise sources, such as parking lot and delivery activities, expanded outdoor recreational use activities, as well as mechanical system operations from the proposed land uses will also be evaluated for compliance with the City’s operational noise level requirements.

Subtask 3.3.4—Summarize Noise Reductions and Significance Findings

Mitigation measures designed to reduce short- and long-term noise impacts will be identified where appropriate. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

Deliverable

- One (1) electronic copy of the Noise Impact Analysis

Subtask 3.4—Prepare Biological Resources Assessment

FCS will prepare a Biological Resources Assessment (BRA) in compliance with CEQA. Vegetation within the Focus Area consists primarily of landscaped ornamental species, including trees, shrubs, and manicured lawns.

Subtask 3.4.1—Literature Review

Existing information including maps, aerial photographs, documents, and correspondence relative to the properties will be reviewed and analyzed. Data to be reviewed for the project area includes, but is not limited to:

- Existing documentation and studies of the biological resources within the immediate vicinity;
- Applicant-provided technical studies (Existing Tree Inventory);
- The Federal Register listing package for each federally listed endangered or threatened species and/or their Critical Habitat potentially occurring on the site;
- Literature pertaining to habitat requirements of special-status species potentially occurring on the site;
- The California Department of Fish and Wildlife (CDFW) Annual Report on the status of California's listed threatened and endangered plants and animals;
- California Natural Diversity Data Base (CNDDDB) and California Native Plant Society Electronic Inventory (CNPSEI) information regarding special-status species potentially occurring on the site and;
- United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) designated Critical Habitat GIS data;
- United States Geological Service (USGS) topographic maps and current aerial photos will be reviewed for evidence of United States Army Corps of Engineers (USACE) or CDFW jurisdictional areas pursuant to Section 404 of the Clean Water Act and Section 1602 of the California Fish and Game Code.
- Resource agencies, including USFWS, CDFW, and NMFS, that may have jurisdiction over the property or specific resources therein, may be contacted for updated information pertinent to the property. Any proposed project plans will be confidential and consultation will only include a request of known occurrences of sensitive biological resources in the general area.

Subtask 3.4.2—Conduct General Biological Survey and Habitat Assessment

Following the review of existing information, a reconnaissance-level survey of the project site will be conducted. This task will provide sufficient documentation to be considered a habitat assessment for special-status plant and wildlife species. FCS will identify the project site's general biological resources, and document plant communities, incidental observations of wildlife and botanical species and other

project features. The general distribution of plant communities and existing site conditions will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project. Photos will be taken to document the biological resources of the site.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, current aerial photographs and sub-meter accurate handheld GPS units if found. Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, including but not limited to the CDFW, USFWS, and NMFS, or recognized conservation organizations, such as the California Native Plant Society (CNPS). The suitable habitat for special-status plant, animal, or sensitive habitat on the project site will be determined and mapped.

The field survey will also include an assessment of the presence or absence of waters of the U.S. or State on the project site, which may be potentially subject to the jurisdiction of CDFW, USACE, and/or the Regional Water Quality Control Board (RWQCB). This task includes a visual assessment of the existing conditions on-site, but does not include a formal jurisdictional delineation of wetlands and other waters of the US or the state.

The need for additional focused surveys for special-status plant and/or wildlife species on the property cannot be determined until the habitat is evaluated. This scope of work does not include focused surveys for any special-status plant or wildlife species. However, following the biological resources assessment, protocol level surveys for specific species may be recommended based on survey findings.

Subtask 3.4.3—Biological Resources Assessment

A BRA will be prepared that evaluates the existing biological resources within the Master Plan area. This task will provide sufficient documentation to be considered a habitat assessment for special-status plant and wildlife species to support the CEQA findings and mitigation requirements.

Deliverable

- One (1) electronic copy of the BRA

Task 3.5—Prepare Cultural Resources Assessment

FCS will prepare a Phase I Cultural Resources Assessment (Phase I CRA) in compliance with CEQA. Additional tasks and subtasks may be deemed necessary once this initial Phase I CRA has been completed. FCS cannot determine, prior to completion of the Phase I CRA, what additional technical studies, or evaluations may be required.

Subtask 3.5.1—Record Searches

FCS will conduct a records search at the South Central Coastal Information Center (SCCIC), California to (1) identify previous cultural studies on or within 0.5 mile of the project area, (2) determine if the project

area has ever undergone a cultural resources investigation, and (3) verify if any cultural resources are recorded on or within a 0.5-mile radius of the project area.

FCS will request the Los Angeles County Museum of Natural History conduct a records search to identify the potential sensitivity for paleontological resources (fossils) to exist on the property.

FCS will notify the Native American Heritage Commission (NAHC) of the project and request a search of its Sacred Lands Inventory to determine if any sacred lands or other traditional properties are in proximity to the subject parcel. The NAHC will also provide a list of Tribes affiliated with the area that will be notified of the project. The tribes will be invited to consult with the City pursuant to AB 52. Any resulting correspondence will be appended to the Phase I CRA.

Subtask 3.5.2—Site Visit

The FCS architectural historian will conduct a site visit to visually inspect, photograph, and document the buildings scheduled for demolition.

Subtask 3.5.3—Phase I Cultural Resources Inventory/Paleontological Assessment

FCS will provide a final report, or Phase I CRA, documenting the results of the cultural resource study. The report will include historic and prehistoric backgrounds for the area, the legal environment, the results of the archaeological and paleontological records searches, and provide recommendations for further studies as warranted. The report will have appendices containing resumes, records search data from the LACM and the NAHC, and correspondence from any tribes that comment on the project.

Deliverable

- One (1) electronic copy of the Phase I CRA

Subtask 3.6—Prepare Phase I Environmental Site Assessment

As a subconsultant to FCS, Environmental Assessment Specialists, Inc. (EAS) will prepare a Phase I Environmental Site Assessment (Phase I ESA) for the project. EAS will compile the site history by using reference materials and aerial photographs and by interviewing facility personnel, regulatory and conservation agencies, zoning commissions, and long-term residents, as appropriate. The site information audit considers site history with respect to facility layout and location; past and present surrounding land use, such as existing or proposed Superfund sites, landfills, and hazardous waste facilities; past owners; industrial activities; and environmental compliance.

Present owners and activities are considered with respect to the following: (1) process operations; (2) source materials inventory, handling, and storage; (3) waste generation, handling, treatment, and storage; and (4) on-site and off-site disposal practices relating to waste quantities, disposal unit types, location, and environmental compliance.

Overall facility compliance is considered with respect to hazardous materials, hazardous waste, solid waste, liquid chemicals and used oil, surface and groundwater discharges, air emissions, spill history, and enforcement or consent orders.

The site survey, or walk-through, is a visual inspection of the property, structures, land, and water for indications of potential contamination. The environmental setting is observed, with attention to topography; geology; soil, gas, and mining activity; soils and vegetation; and proximity to surface waters such as streams, swamps, wetlands, ponds, and lakes.

Existing data from soil or groundwater analyses are reviewed, together with public information on local drinking water sources and quality.

The site operations are evaluated with respect to above ground and underground storage tanks; drum handling and storage; floor drains and clarifiers; pits, ponds, and lagoons; catch basins, drains, and pipes; and air emission sources, fugitive dust, and odor emission sources.

The Phase I ESA report documents the findings, evaluates environmental liability risks, and provides recommendations on Phase II activities, if needed.

Deliverable

- One (1) electronic copy of the Phase I ESA

Subtask 3.7—Prepare Traffic Study

As a subconsultant to FCS, Kunzman Associates, Inc. (Kunzman) will prepare a Traffic Study for the project. The following subtasks are required to prepare a defensible traffic impact analysis for the project.

Subtask 3.7.1—Review Site Plan Access Locations and Internal Circulation

Kunzman will obtain the project description and latest project site plan; review project site access locations; assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria; and review internal circulation. Kunzman will need to obtain from the University the current number of full-time equivalent (FTE) students and current number of FTE students residing on campus. Kunzman will review existing transportation demand management measures provided by the University. Kunzman will also network via teleconference with the City/project team (if necessary), and make recommendations to the City/project team regarding access and internal circulation features (if necessary).

Subtask 3.7.2—Determine Scope of Traffic Impact Analysis with Governmental Agency

Kunzman will propose project trip generation rates based upon the Institute of Transportation Engineers, Trip Generation Manual (9th Edition, 2012); propose project trip distribution and assignment based upon anticipated trip patterns for the proposed development; determine the study area, including

intersections to be analyzed; and identify other development projects and ambient traffic growth rate to use in the traffic impact analysis.

Subtask 3.7.3—Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data

Kunzman will procure weekday morning/evening peak period intersection turning movement counts at up to five (5) study area intersections as necessary; conduct a field inventory of intersection traffic control devices, intersection approach lanes, and roadway segments through travel lanes for the study area; and review existing pedestrian, bicycle, and transit facilities in the study area.

Subtask 3.7.4—Determine Existing Plus Project Traffic Volumes

Kunzman will assign project trip generation and project trip distribution; calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections; and calculate existing plus project daily volumes on study area roadway links.

Subtask 3.7.5—Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project

Kunzman will determine trip generation and trip distribution for other development projects (up to 20 cumulative other development projects as necessary), calculate the background growth component of future traffic volumes, and calculate cumulative future peak-hour intersection turning movement traffic volumes at study area intersections without project traffic. Kunzman will also calculate cumulative future daily traffic volumes on study area roadway links without project traffic.

Subtask 3.7.6—Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project

Kunzman will calculate cumulative future peak-hour intersection turning movement traffic volumes at study area intersections with project traffic; calculate cumulative future daily traffic volumes on study area roadway links with project traffic; and conduct peak-hour evaluations of project entrances, including inbound and outbound queue stacking requirements, and traffic signal warrants.

Subtask 3.7.7—Prepare Traffic Study

Kunzman will analyze existing intersection performance based on the Intersection Capacity Utilization and Highway Capacity Manual delay methodologies, analyze existing plus project traffic volumes to determine intersection operation performance, determine traffic improvements needed to serve the above traffic scenario, analyze cumulative future traffic volumes to determine intersection operation performance without project traffic, and determine traffic improvements needed to serve the above traffic scenario without project traffic. Kunzman will then analyze cumulative future traffic volumes to determine intersection operation performance with project traffic, and determine traffic improvements needed to serve the above traffic scenario with project traffic.

Kunzman will review funding sources for study area circulation improvements, including funded improvements. Lastly, Kunzman will prepare a draft traffic study that incorporates findings and all supporting calculations and assumptions. The traffic study will be stamped and signed by a Registered Engineer in the State of California.

Deliverable

- One (1) electronic copy of the Traffic Study to the City

Subtask 3.8—Peer-review of Grading and Drainage Plan and Water Quality Management Plan

As a subconsultant to FCS, KWC Engineers (KWC) will peer-review submitted conceptual grading plans, sewer and water utilities plans, and technical hydrology and water quality studies associated with the Master Plan submittal to the City of Costa Mesa. Each “plan check” will include a response letter with the associated technical comments and checklist when applicable.

Subtask 3.8.1—Conceptual Grading Plan Review and Comments

KWC will review conceptual grading plans in terms of City/County standards and provide a comment letter.

Subtask 3.8.2—Sewer and Water Utility Review and Comments

KWC will review Sewer and Water Utility Plans and provide a checklist/comments letter.

Subtask 3.8.3—Hydrology Review and Comments

KWC will review the hydrology study and provide a hydrology report checklist/comments letter.

Subtask 3.8.4— Water Quality Management Plan Review and Comments

KWC will review the Water Quality Management Plan and provide report checklist/comments letter.

Deliverable

- One (1) electronic copy of the checklist/comments letters to the City

Task 4—Prepare Administrative Draft IS/MND

FCS will prepare a complete Administrative 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—FCS will incorporate the findings of the air quality and GHG emissions analyses into the IS/MND. The GHG and air quality analyses will also be appended to the environmental document.

Biological Resources—The site is fully developed with the existing institutional and educational use. With the exception of existing ornamental landscaping, no natural habitat is expected to occur on the site. FCS will incorporate the findings of the BRA into the IS/MND.

Cultural Resources—The site has been disturbed by previous construction activities associated with the existing Vanguard University. FCS will contact the NAHC to obtain a sacred lands record search and a list of tribes to contact for site information. FCS will incorporate the findings of the Phase I CRA into the IS/MND.

Geology and Soils—FCS will incorporate the background information provided by City staff into the IS/MND.

Hazards and Hazardous Materials—A Phase I ESA will be prepared for the project site by EAS, as a subconsultant to FCS. FCS will incorporate the findings of the Phase I ESA, as well as other background information provided by City staff, into the IS/MND. The Phase I ESA will be included as an appendix to the document.

Hydrology and Water Quality—The project applicant has prepared a Grading and Drainage Plan and Water Quality Management Plan reports, which will be peer-reviewed by KWC Engineers, as a subconsultant to FCS. 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. FCS will incorporate the findings of these reports, as well as other background information provided by City staff, into the IS/MND. The Preliminary Hydrology and Water Quality Management Plan reports will be included as appendices to the document.

Land Use—FCS will prepare the land use section of the IS/MND using information provided by the City. The analysis of land use issues will include a discussion of applicable General Plan, community plan, and zoning requirements and disclosure of General Plan/zoning actions required to ensure project consistency with these requirements. Particular attention will be given to parking and height requirements and conformance with surrounding land uses.

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

Noise—FCS will prepare the Noise Impact Analysis to adequately address potential noise impacts associated with both short-term construction and long-term operation. FCS will incorporate the findings of the Noise Impact Analysis into the IS/MND. The Noise Impact Analysis report will be appended to the environmental document.

Population and Housing—It is assumed that pertinent 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—It is assumed that public services background information will be provided by the City. FCS will supplement this information by consulting with the Police, Fire, and other departments/agencies, as needed, to determine whether existing facilities are adequate to accommodate the proposed project. FCS will incorporate the City-provided background information as well as information provided by the public service agencies into the IS/MND.

Recreation—No recreational uses occur on the project site; therefore, the project will not affect any existing on-site 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—As a subconsultant to FCS, Kunzman and Associates, Inc. will prepare the traffic study and identify the project’s potential impacts on the surrounding roadway network. Kunzman and Associates, Inc. will ensure that the traffic report adequately evaluates traffic impacts in accordance with CEQA. Following the results of the traffic analysis, FCS will summarize the findings of the traffic analysis in the IS/MND. The traffic analysis will be included as an appendix to the document.

Utilities—The Costa Mesa Sanitary District (District) provides sanitary sewer service to the University. The sewer system has a limited capacity and the District requests from the University an estimate of the existing wastewater flows from the campus along with an estimate of the proposed wastewater flows in accordance with the proposed Master Plan. FCS will coordinate with City staff and/or public utility providers to determine the current levels of service and the project’s potential impacts on these existing services. FCS will incorporate the public utilities information into the IS/MND.

FCS will prepare the Screencheck IS/MND for review and comment by City staff and the applicant. A Word file and PDF of the Screencheck IS/MND will be provided to the City via email. Documentation of consultation with Native American Tribes will be included as an appendix to the IS/MND. 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 the Notice of Intent, the IS/MND, and the distribution list for review and comment by the City.

Deliverables

- Electronic copy of the Word file and PDF of the Administrative Draft IS/MND, e-mail of the Draft Notice of Intent to Adopt, and e-mail of the Draft Distribution List

Task 5—Prepare Screencheck Draft IS/MND

Following receipt of one set comments on the Administrative Draft IS/MND, FCS will make revisions as directed by City staff and in accordance with the overall scope of work. The Screencheck Draft IS/MND

will be prepared as a final print copy for review by City staff prior to printing; it is FCS's intent that this submittal will satisfactorily address all City staff comments on the Administrative Draft.

Deliverable

- Electronic copy of the Word file and PDF of the Screencheck IS/MND

Task 6—Circulation of Draft IS/MND

FCS will incorporate one set of final revisions to the Screencheck Draft requested by City staff and in accordance with our scope of work. No major comments on the Screencheck Draft are anticipated from City staff, and FCS has budgeted approximately 20 hours for the completion of this task. A print-ready copy of the IS/MND will be provided to the City to be distributed to local agencies/ districts and surrounding jurisdictions, and local community groups pursuant to the notification and distribution list. FCS will prepare and distribute up to fifteen (15) hard copies of the Draft IS/Proposed MND to the State Clearinghouse and up to three (3) copies to the Costa Mesa libraries. Unless otherwise specified by the City, the appendices to the Draft IS/MND will be provided on a CD with the document. The City will be responsible for the newspaper notice for the IS/MND. If additional hours are needed to finish the Draft IS/MND, separate authorization may be required.

Deliverables

- Up to eighteen (18) hard copies of the Draft IS/MND
- Up to eighteen (18) hard copies of the CEQA Notices

Task 7—Prepare Responses to Comments

Pursuant to City 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. To maintain the project schedule, it is assumed that the City will forward comments as soon as they are received. 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 thirty (30) hard copies of the RTC document will be provided.

Deliverables

- Up to thirty (30) hard copies and one (1) electronic copy of the Responses to Comments Document.

Task 8—Prepare Mitigation Monitoring and Reporting Program

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

Deliverable

- One (1) electronic copy of the Mitigation Monitoring and Reporting Program

Task 9—Notice of Determination

After City Council approval of the IS/MND, FCS will prepare a Notice of Determination (NOD) form pursuant to CEQA Guidelines Section 15094. Once reviewed and approved by City staff, Consultant will post the NOD with the County Clerk. Timely filing (within five [5] working days of final decision) of the NOD by the Lead Agency (City of Costa Mesa) reduces the statute of limitations on court challenges to the approval under CEQA from 180 days to 30 days. FCS will not be responsible for fees associated with this task.

Deliverable

- Three (3) hard copies, two (2) web-friendly electronic format original, and one (1) PDF copy of the NOD.

Task 10—Meeting Attendance

In addition to the project initiation meeting which has been included in Task 1, FCS will attend one meeting with staff during the preparation of the IS/MND and one Planning Commission public hearing. FCS will present the findings of the IS/MND and be available to respond to questions during the hearings. Additional meetings and hearings can be attended on a time and materials basis subject to prior approval by City staff. If the Planning Commission’s decision is appealed or called up for review by the City Council, a separate work authorization will be required for FCS’s attendance at the City Council meeting. This task includes 4 hours of Project Manager time. If additional hours are needed or requested, they will be provided under separate authorization.

Deliverable

- Attendance at up to two (2) meetings

Task 11—Project Management and Coordination

FCS is firmly committed to developing and maintaining working relationships with the City of Costa Mesa. Emphasis on communication, as well as involvement of FCS principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and project needs. Under this task, FCS will work as a partner with City staff and other project team members during the environmental process. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. Understanding the City’s objectives and ensuring they are reflected in the environmental review and analyses are key aspects of our approach. This scope of work assumes regular interaction with City staff, and other project team members, as necessary, and requires frequent information sharing among project team members. This task will be undertaken by Frank Coyle and/or Cecilia So as the management team for this endeavor.

This task includes 24 hours of Project Manager time. If additional hours are needed or requested, they will be provided under separate authorization.

Tasks Required from City Staff

To maintain the project schedule, FCS asks the City to be diligent about sharing new information as soon as it becomes available so we can incorporate the information into the IS/MND. Please also provide any comments generated or received as soon as possible so that we can address them immediately.

FCS would not need to use, lease, purchase, or rent any facilities or property from the City in connection with the services to be performed for this specific project.

Detailed Project Schedule

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

Work Tasks/Milestone	Week
Task 1: Project Initiation	Week 1
Task 2: Project Description	Week 2
Task 3: Technical Studies	
Subtask 3.1: Prepare Air Quality Impact Analysis	Week 4*
Subtask 3.2: Prepare Greenhouse Gas Analysis	Week 4*
Subtask 3.3: Prepare Noise Impact Analysis	Week 4*
Subtask 3.4: Prepare Biological Resources Assessment	Week 4
Subtask 3.5: Prepare Cultural Resources Assessment	Week 4
Subtask 3.6: Prepare Phase I Environmental Site Assessment	Week 4
Subtask 3.7: Prepare Traffic Study	Week 4
Subtask 3.8: Peer-Review Grading and Drainage Plan and Water Quality Management Plan	Week 4
Task 4: Prepare Administrative Draft IS/MND	
Submit Administrative Draft IS/MND	Week 6
Receive Comments on Administrative Draft IS/MND	Week 7
Task 5: Prepare Screencheck IS/MND	
Submit Screencheck IS/MND	Week 8
Receive Comments on Screencheck IS/MND	Week 9
Task 6: Circulation of Draft IS/MND	Week 10
30-day Review Period for Draft IS/MND	Week 10-14

EXHIBIT B
FEE SCHEDULE

Work Tasks/Milestone	Week
Task 7: Prepare Responses to Comments	
Submit Responses to Comments	Week 14
Receive Comments on Draft Response to Comments	Week 15
Submit Final Response to Comments	Week 16
Task 8: Prepare Mitigation Monitoring Program	
Submit Mitigation Monitoring and Reporting Program	Week 17
Task 9: Submit Notice of Determination	Week 17
Task 10: Meeting Attendance	TBD
Task 11: Management and Coordination	Ongoing

*Once all data needs are received.

The assumptions used in the above table are:

- The confirmed project description, site plans, project-related information, and base maps are provided at the project initiation meeting.
- The periods shown are adequate for the City’s review of each draft submittal. If review schedules change, the rest of the schedule will require associated updates.

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.

Task	Cost
Professional Labor	
Task 1: Project Initiation	\$1,000.00
Task 2: Project Description	\$1,000.00
Task 3: Technical Studies	
Subtask 3.1: Prepare Air Quality and HRA Impact Analysis	\$17,000.00
Subtask 3.2: Prepare Greenhouse Gas Analysis	\$4,000.00
Subtask 3.3: Prepare Noise Impact Analysis	\$7,000.00
Subtask 3.4: Prepare Biological Resources Assessment	\$5,150.00
Subtask 3.5: Prepare Cultural Resources Assessment	\$5,000.00
Subtask 3.6: Prepare Phase I Environmental Site Assessment	\$2,530.00

Task	Cost
Subtask 3.7: Prepare Traffic Study	\$10,780.00
Subtask 3.8: Peer Review Grading and Drainage Plan and WQMP	\$6,600.00
Task 4: Prepare Administrative IS/MND	\$9,500.00
Task 5: Prepare Screencheck IS/MND	\$4,500.00
Task 6: Circulate Draft IS/MND	\$1,500.00
Task 7: Prepare Responses to Comments	\$1,500.00
Task 8: Prepare Mitigation Monitoring and Reporting Program	\$800.00
Task 9: Submit Notice of Determination	\$500.00
Task 10: Meeting Attendance	\$2,000.00
Task 11: Management and Coordination	\$2,500.00
Direct Costs: Reprographics, Postage, Courier Deliveries, Supplies, Reference Materials, etc.	\$1,000.00
Total Professional Labor Fee not to Exceed	\$83,860.00

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 documents (paper and/or digital CD) that the applicant team or City Staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

EXHIBIT C
PROJECT SCHEDULE

This task includes 24 hours of Project Manager time. If additional hours are needed or requested, they will be provided under separate authorization.

Tasks Required from City Staff

To maintain the project schedule, FCS asks the City to be diligent about sharing new information as soon as it becomes available so we can incorporate the information into the IS/MND. Please also provide any comments generated or received as soon as possible so that we can address them immediately.

FCS would not need to use, lease, purchase, or rent any facilities or property from the City in connection with the services to be performed for this specific project.

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

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Subtask 3.4: Prepare Biological Resources Assessment	Week 4
Subtask 3.5: Prepare Cultural Resources Assessment	Week 4
Subtask 3.6: Prepare Phase I Environmental Site Assessment	Week 4
Subtask 3.7: Prepare Traffic Study	Week 4
Subtask 3.8: Peer-Review Grading and Drainage Plan and Water Quality Management Plan	Week 4
Task 4: Prepare Administrative Draft IS/MND	
Submit Administrative Draft IS/MND	Week 6
Receive Comments on Administrative Draft IS/MND	Week 7
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Submit Screencheck IS/MND	Week 8
Receive Comments on Screencheck IS/MND	Week 9
Task 6: Circulation of Draft IS/MND	Week 10
30-day Review Period for Draft IS/MND	Week 10-14

Work Tasks/Milestone	Week
Task 7: Prepare Responses to Comments	
Submit Responses to Comments	Week 14
Receive Comments on Draft Response to Comments	Week 15
Submit Final Response to Comments	Week 16
Task 8: Prepare Mitigation Monitoring Program	
Submit Mitigation Monitoring and Reporting Program	Week 17
Task 9: Submit Notice of Determination	Week 17
Task 10: Meeting Attendance	TBD
Task 11: Management and Coordination	Ongoing

*Once all data needs are received.

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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.

Task	Cost
Professional Labor	
Task 1: Project Initiation	\$1,000.00
Task 2: Project Description	\$1,000.00
Task 3: Technical Studies	
Subtask 3.1: Prepare Air Quality and HRA Impact Analysis	\$17,000.00
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Subtask 3.5: Prepare Cultural Resources Assessment	\$5,000.00
Subtask 3.6: Prepare Phase I Environmental Site Assessment	\$2,530.00

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2017

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

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

PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 E-MAIL ADDRESS:	FAX (A/C, No): 714-427-6818													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of A</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Casualty & Surety Co. Ame</td> <td>31194</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of A	25674	INSURER B : Travelers Casualty & Surety Co. Ame	31194	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED FCS International, Inc. 250 Commerce, Suite 250 Irvine CA 92602															

COVERAGES **CERTIFICATE NUMBER: 97666816** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6805H959493	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA6078L716	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP3650T562	1/1/2017	1/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1427T762	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made			106035068	1/1/2017	1/1/2018	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

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

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

Re: Vanguard Master Plan.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of Costa Mesa Development Services Dept. 77 Fair Drive Costa Mesa CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT E
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

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

COUNCIL POLICY

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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