

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of March, 2019 ("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 provide environmental consulting services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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. Consultant's total compensation shall not exceed Forty-Nine Thousand Eight Hundred Fifteen Dollars (\$49,815.00).

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 Manager or designee, 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. Unless otherwise agreed to in writing by the parties, 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 B. 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 two (2) years, ending on March 12, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance

during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" 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 Corporation
250 Commerce, Suite 250
Irvine, CA 92602
Tel: (714) 508-4100
Attn: Frank Coyle, Director

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5065
Attn: Justin Martin

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 "D" 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.

CONSULTANT



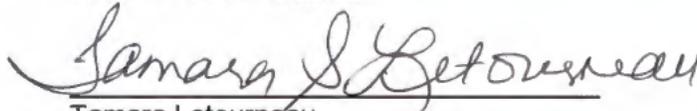
Signature

Kerri Tuttle, Senior Director
[Name and Title]

Date: 3/13/19


Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Tamara Letourneau
Acting City Manager

Date: 3/19/19

ATTEST:

Brenda Green 3/19/19
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 3/19/19

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 3/19/19

APPROVED AS TO CONTENT:

Justin Martin
Justin Martin
Project Manager

Date: 3/19/19

DEPARTMENTAL APPROVAL:

Justin Martin
Justin Martin
Parks and Community Services Director

Date: 3/19/19

APPROVED AS TO PURCHASING:

Kelly Telford
Kelly Telford
Finance Director

Date: 3/19/19

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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.

**SCOPE OF WORK:
CEQA ANALYSIS FOR CITY OF COSTA MESA CODE AMENDMENT**

BACKGROUND

The City of Costa Mesa is considering initiation of a Code Amendment to allow an emergency shelter as a conditionally permitted use (permitted by right for City-initiated projects) within the General Industrial (MG) zone and to allow an emergency shelter in this zone to have a maximum of 60 beds and to operate 24-hours a day, if operated by a non-profit or governmental agency. The Code currently allows an emergency shelter of up to 30 beds in the Planned Development Industrial (PDI) zone subject to approval of a master plan. Section 13-200.79 of Article 18 of the Zoning Code identifies the bed limitation and other development standards for emergency shelters. The Code Amendment would also remove the requirement for a master plan for an emergency shelter in the PDI as this is inconsistent with the requirements of SB-2.

As part of code amendment process, CEQA review will be required. The City is requesting your firm to provide a scope of services to complete the CEQA review for the code amendment as well as for an emergency shelter to be located on single site in the MG zone (site location to be provided prior to completion of the CEQA review). The number of beds permitted in a homeless shelter will be limited to no more than 60 persons, although the CEQA analysis should consider an alternative that allows a shelter of up to 100 people. The Tasks required as part of this Scope of Work are identified below.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the City staff to discuss the project, the scope of work, the timeline and a draft Project Description prepared by the City. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Consultant will be responsible for managing the CEQA process for the City. This includes ongoing coordination with the City staff to ensure compliance with the Scope of Work and schedule and to ensure that information is disseminated as necessary and in a timely manner.

Deliverable

Kick-off meeting

TASK 2—PROJECT DESCRIPTION

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

Deliverable

Project Description

**SCOPE OF WORK:
CEQA ANALYSIS FOR CITY OF COSTA MESA CODE AMENDMENT**

TASK 3—PREPARE INITIAL STUDY AND SCREENCHECK IS/MND

Consultant will prepare the environmental impact evaluation for the Screencheck IS/MND. City staff will not prepare any IS/MND sections but will provide to the Consultant any required information to complete the analysis. Staff anticipates only one review of the Screencheck IS/MND will be needed.

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

Deliverable

- Screencheck IS/MND
- Notice of Intent
- Distribution List

TASK 4—PREPARE PROOFCHECK DRAFT IS/MND

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

Deliverable

Proofcheck IS/MND

TASK 5—CIRCULATION OF DRAFT IS/MND

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

Deliverable

Draft IS/MND; and
CEQA Notices

TASK 6—PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for an IS/MND. The Responses to Comments document is expected to be

**SCOPE OF WORK:
CEQA ANALYSIS FOR CITY OF COSTA MESA CODE AMENDMENT**

detailed and comprehensive. Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as a separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by Consultant.

Deliverable

Responses to Comments

TASK 7 -- MEETING ATTENDANCE AS NEEDED

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

- Planning Commission public hearings (two meetings)
- City Council public hearing (one meeting)



February 27, 2019

Peggy Schneble, Special Projects Consultant
City of Costa Mesa
Development Services Department
77 Fair Drive, Costa Mesa, 92628

Subject: Scope of Work to Prepare an Initial Study and Mitigated Negative Declaration for a Code Amendment to allow an Emergency Shelter in Costa Mesa, CA

Dear Peggy:

FCS International, Inc. dba FirstCarbon Solutions (FCS) understands that the City of Costa Mesa has requested a scope of work, schedule, and fee for an Initial Study and Mitigated Negative Declaration (IS/MND) for a Code Amendment to allow an Emergency Shelter (project) in Costa Mesa, California, in compliance with the California Environmental Quality Act (CEQA).

FCS has been providing environmental consulting services for more than 35 years to public and private sector clients throughout Orange County and the City of Costa Mesa. In addition to our in-house team of technical experts and CEQA/legal counsel, FCS is proposing a seasoned management team to oversee this project, including myself as Project Director and Charles Holcombe as Senior Project Manager.

FCS prides itself not only on the quality of our technical work, but also on our highly responsive and proactive problem-solving approach. To that end, we will ensure a defensible and legally adequate environmental document for this complex and potentially controversial project.

It has been a pleasure coordinating with you on the project. We are committed to responding to project needs in a timely and cost-effective manner and look forward to supporting the City of Costa Mesa on this very important endeavor.

Should you have any questions regarding this scope of work, please contact me at 909.884.2255 or via email at fcoble@fcs-intl.com.

Sincerely,

Frank Coyle, Director
FirstCarbon Solutions
650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408

UNITED STATES

Irvine
250 Commerce, Suite 250
Irvine, CA 92602

Pasadena
16 N. Marengo Avenue, Suite 303
Pasadena, CA 91101

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

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

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

Sacramento Valley
2204 Plaza Drive, Suite 210
Rocklin, CA 95765

Connecticut
2 Corporate Drive, Suite 450
Shelton, CT 06484

Utah
2901 Bluegrass Blvd, Suite 200-37
Lehi, UT 84043

EUROPE

United Kingdom
Tel: +44 (0) 845.165.6245
Fax: +44 (0) 20.3070.0890
Jubilee House
Third Avenue
Marlow
United Kingdom SL7 1EY

AUSTRALIA

New South Wales
Tel: +61 (02) 9418.7822
Unit 1, 1 Skyline Place
Frenchs Forest NSW 2086
Australia

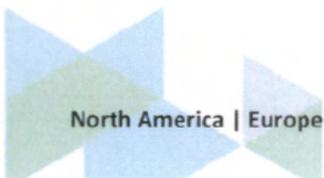
AFRICA

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

ASIA

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

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





PROJECT UNDERSTANDING— CODE AMENDMENT TO ALLOW AN EMERGENCY SHELTER IN COSTA MESA, CA

Project Summary

The City of Costa Mesa is considering initiation of a Code Amendment to allow an emergency shelter as a conditionally permitted use (permitted by right for City-initiated projects) within the General Industrial (MG) zone and to allow an emergency shelter in this zone to have a maximum of 60 beds and to operate 24-hours a day, if operated by a non-profit or governmental agency. The Code currently allows an emergency shelter of up to 30 beds in the Planned Development Industrial (PDI) zone subject to approval of a master plan. Section 13-200.79 of Article 18 of the Zoning Code identifies the bed limitation and other development standards for emergency shelters. The Code Amendment would also remove the requirement for a master plan for an emergency shelter in the PDI as this is inconsistent with the requirements of SB-2.

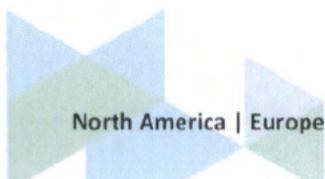
As part of code amendment process, CEQA review will be required. The City is requesting a scope of services to complete the CEQA review for the code amendment as well as for an emergency shelter to be located on single site in the MG zone. The number of beds permitted in a homeless shelter will be limited to no more than 60 persons, although the City is requesting the CEQA analysis to consider an alternative that allows a shelter of up to 100 people.

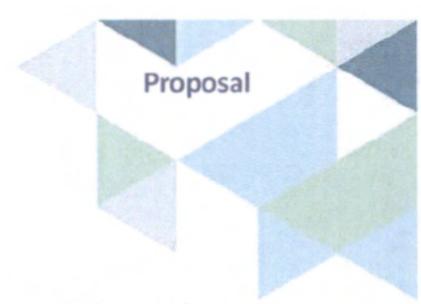
SCOPE OF WORK

Task 1: Project Initiation

FCS's Project Director, Frank Coyle, and/or Senior Project Manager, Charles Holcombe, will meet one time with the City to obtain information necessary for the preparation of completion of the project description. This meeting is important to establish early communication among the project team members and to find a common understanding of the issues and concerns identified for environmental analysis. More specifically, in an effort to provide a concise and straightforward description of the project, including entitlements that must be obtained, the timing and methods of construction, and any infrastructure improvements that may be required, the first key task will be the formulation of a working project description for the environmental document. Based on conversations with the City, it is their position that the most appropriate level of CEQA documentation would be an IS/MND. Thus, this scope of work has been prepared under the assumption that an IS/MND will be sufficient for purposes of CEQA. To facilitate this process, FCS will:

- Receive complete project information to be used in developing the project description. Information will include project objectives (including those of the City), land use data and statistical summary, and graphics.





- Refine the project schedule, based upon agreements reached during contract negotiations and on information discussed at the initial meeting, if needed.
- Obtain all existing reference and research materials related to the project, the project site, and vicinity, including base maps, aerial photographs, and environmental documentation, as appropriate.

Deliverables

- Kick-off meeting.

Task 2: Prepare Comprehensive Project Description

Using the information obtained at the project initiation meeting, FCS will prepare a comprehensive project description for the City's review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the project in the CEQA document.

The Project Description will include all of the information required to define the project for purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the project, and clearly illustrated project primary components displayed in exhibits based on geographic information systems (GIS) data. The Project Description will also list the required discretionary approvals.

To enable FCS to proceed with this task, the following information (to the extent available) should be provided by the City to clearly define the Project Description and facilitate the environmental analysis:

- Existing and proposed site plans and building evaluations
- Landscape plans (if available)
- Preliminary hydrology and the Preliminary Water Quality Management Plan (if available)
- Phase I Environmental Site Assessment (if available)
- Other prepared technical studies

The Project Description will be submitted to the City for review and approval prior to the development of the Screencheck Draft CEQA document.

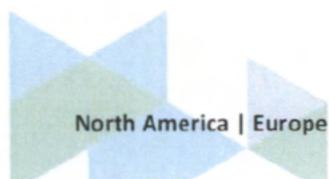
Deliverables

- Electronic copy of the Word file of the Project Description.

Task 3: Initial Study/Mitigated Negative Declaration

OPTIONAL Subtask 3.1: Preparation of Technical Studies

As per the City's request, FCS will allocate \$15,000 for the option to prepare appropriate technical studies if required during preparation of the projects IS/MND. If the option to prepare all appropriate





technical studies exceeds \$15,000 during preparation of the IS/MND, separate authorization may be required.

Subtask 3.2: Screencheck Draft Initial Study/Mitigated Negative Declaration

FCS will prepare a Screencheck Draft IS/MND for the project in compliance with the CEQA Guidelines (§ 15063) and State law. If there are substantive changes to the technical analyses and/or Project Description after preparation of the Screencheck Draft IS/MND, separate authorization may be required.

The IS/MND format will include separate sections for the discussion of each Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). Analysis and substantiating documentation will be provided to support all environmental checklist responses and conclusions. The following specific sections will be prepared that provide a discussion of environmental setting, impacts, and mitigation measures (if applicable).

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Geology, Soils, and Seismicity
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems

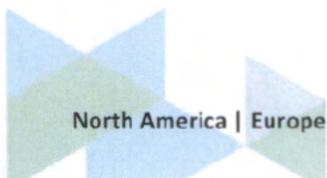
FCS will prepare the Screencheck Draft IS/MND for review and comment by City staff. A Word file and PDF of the Screencheck Draft IS/MND will be provided to the City via email. FCS will also prepare draft versions of the Notice of Intent to Adopt and the distribution list based on input by City staff. The draft versions of the Notice of Intent to Adopt and distribution list will be forwarded to the City by e-mail.

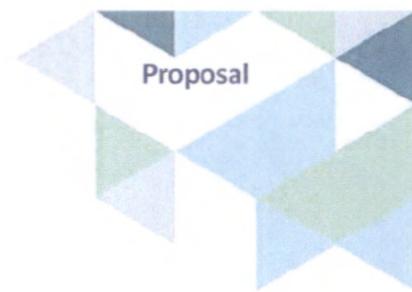
Deliverables

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

Subtask 3.3: Proofcheck Draft Initial Study/Mitigated Negative Declaration from City Comments

Following receipt of one set of consolidated comments on the Screencheck Draft IS/MND, FCS will make revisions as directed by City staff and in accordance with the overall scope of work. The Proofcheck Draft IS/MND will be prepared as a final print copy for review by City staff prior to printing; it is FCS's intent that this submittal will satisfactorily address all City staff comments on the Screencheck Draft IS/MND. This scope of work assumes that comments will be provided as tracked changes within the electronic Word files.





Deliverables

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

Subtask 3.4: Circulation of the Draft Initial Study/Mitigated Negative Declaration

FCS will incorporate one set of final revisions to the Proofcheck Draft requested by City staff and in accordance with our scope of work. No major comments on the Proofcheck Draft are anticipated from City staff, and FCS has budgeted approximately 20 hours for the completion of this task. A print-ready copy of the Draft IS/MMD will be provided to the City. FCS will distribute the Draft IS/MMD to local agencies/districts, surrounding jurisdictions, and local community groups pursuant to the notification and distribution list. Unless otherwise specified by the City, the appendices to the Draft IS/MND will be provided on a CD with the document. FCS will be responsible for preparing the newspaper notice. As outlined in the RFP, the City will only be responsible for publicizing the newspaper notice. FCS will also prepare and distribute the Notice of Intent to Adopt (NOI) an MND pursuant to Section 15072(a) of the CEQA Guidelines, for review by City staff. FCS assumes that we will distribute the NOI to up to 30 individuals and/or agencies. If additional hours are needed to finish the Draft IS/MND, separate authorization may be required.

Deliverables

- Up to 18 hard copies of the Draft IS/MND.
- Up to 30 hard copies of the CEQA Notices.
- Up to 30 hard copies and one electronic copy of the Notice of Intent to Adopt an MND.
- Newspaper Notice.

Subtask 3.5: Prepare Responses to Comments

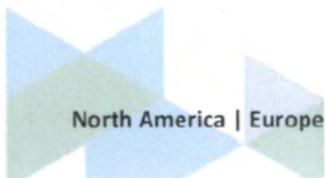
FCS will provide responses to all public and agency comments that raise substantive environmental issues associated with the IS/MND. To maintain the project schedule, it is assumed that that the City will forward comments as soon as they are received. The responses will be substantive and thorough, and will be provided in a separate Response to Comments (RTC) document. Following the City's review, FCS will finalize and mail the RTC document to public agencies and individuals that provided comments on the IS/MND. FCS will submit an electronic copy of the RTC document to the City. FCS has budgeted approximately 20 hours for the completion of this task. If additional hours are needed to finish the Responses to Comments, separate authorization may be required.

Deliverables

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

Subtask 3.6: Prepare and Submit Mitigation Monitoring and Reporting Program

Pursuant to CEQA Guidelines Section 15097, FCS will prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will contain all mitigation measures identified in the IS/MND. This





comprehensive MMRP will provide the City with a single source of reference to the full range of mitigation measures to be implemented to ensure the achievement of the impact avoidance envisioned in the IS/MND. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Deliverable

- One electronic copy of the MMRP.

Subtask 3.7: Attend Public Hearings

FCS has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. FCS will be present at three public hearings to assist City staff with questions and answers on environmental issues. Meeting graphics depicting the project and other project description materials are assumed to be provided by the City staff in drafting staff reports and recommendations to the Planning Commission and City Council. This will include three public hearings (i.e., two Planning Commission and one City Council). The allocations of meetings can be altered by mutual agreement. FCS may attend additional meetings on a time-and-material basis, with authorization.

Deliverable

- Planning Commission public hearings (two meetings).
- City Council public hearing (one meeting).

Subtask 3.8: 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, FCS will post the NOD with the Orange County Clerk's Office. Timely filing (within 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 paying Fish and Wildlife and Processing fees associated with this task.

Deliverable

- Two hard copies and one PDF copy of the NOD.

Subtask 3.9: Project Management and Coordination

FCS is firmly committed to developing and maintaining close working relationships with City staff. 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. FCS will place top priority on working as a partner with City staff and other project team members, as necessary, during environmental processing of the Project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. Understanding the City





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. Frank Coyle and/or Charles Holcombe, as the management team for this endeavor, will undertake this task.

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 CE or IS/MND. Please also provide any comments generated or received as soon as possible so that we can address them immediately.

PROPOSED SCHEDULE

Initial Study/Mitigated Negative Declaration

Tasks	Week
Task 1: Project Initiation	Week 1
Task 2: Prepare Comprehensive Project Description	Week 2
Task 3: Initial Study/Mitigated Negative Declaration	
OPTIONAL Subtask 3.1: Preparation of Technical Studies	Week 6
Subtask 3.2: Screencheck Draft Initial Study/Mitigated Negative Declaration	Week 6
Receive Comments on Administrative IS/MND	Week 8
Subtask 3.3: Proofcheck Draft Initial Study/Mitigated Negative Declaration from City Comments	Week 9
Receive Comments on Screencheck IS/MND	Week 11
Subtask 3.4: Circulation of the Draft Initial Study/Mitigated Negative Declaration	Week 12
30-day Review Period for Draft IS/MND	Week 12-16
Subtask 3.5: Prepare Responses to Comments	Week 17
Subtask 3.6: Prepare and Submit Mitigation Monitoring and Reporting Program	Week 17
Subtask 3.7: Attend Public Hearings	TBD
Subtask 3.8: Notice of Determination	Within 5 Days of Project Approval
Subtask 3.9: Project Management and Coordination	Ongoing





COST ESTIMATE

Initial Study/Mitigated Negative Declaration

Tasks	Week
Task 1: Project Initiation	\$1,620
Task 2: Prepare Comprehensive Project Description	\$1,640
Task 3: Initial Study/Mitigated Negative Declaration	
OPTIONAL Subtask 3.1: Preparation of Technical Studies	\$15,000
Subtask 3.2: Screencheck Draft Initial Study/Mitigated Negative Declaration	\$9,400
Subtask 3.3: Proofcheck Draft Initial Study/Mitigated Negative Declaration from City Comments	\$5,085
Subtask 3.4: Circulation of the Draft Initial Study/Mitigated Negative Declaration	\$2,050
Subtask 3.5: Prepare Responses to Comments	\$2,170
Subtask 3.6: Prepare and Submit Mitigation Monitoring and Reporting Program	\$1,390
Subtask 3.7: Attend Public Hearings	\$3,800
Subtask 3.8: Notice of Determination	\$860
Subtask 3.9: Project Management and Coordination	\$4,400
Direct Costs: Reprographics, Postage, Courier Deliveries, Supplies, Reference Materials, etc.	\$2,400
Total Professional Labor Fee not to Exceed	\$49,815

- The above fixed-fee is valid for up to 90 days from the date of this scope, after which it may be subject to revision.
- This price is based 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 City Staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

- Direct expenses are billed at the amount charged, plus a 10 percent administration cost.
- If potential significant impacts are identified in the Initial Study, FCS will submit a separate scope of service for the preparation of an EIR.

FirstCarbon Solutions Rate Schedule

Hourly Labor Rates

FCS Personnel	Hourly Labor Rate (\$)
President/Vice President	\$250–290 USD
Director	\$160–260 USD
Legal Counsel	\$190–260 USD
Associate Director/Senior Team Leader/Senior Program Leader	\$190–230 USD
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	\$140–190 USD
Project Manager/Scientist/Regulatory Scientist	\$110–160 USD
Assistant Project Manager/Assistant Regulatory Scientist	\$85–140 USD
Technical Analyst (Air Quality, Biology, Noise, and Cultural Resources)	\$60–120 USD
Project Coordinator/Environmental Planner	\$75–100 USD
Environmental Analyst/Regulatory Analyst	\$65–90 USD
Research Analyst	\$60–70 USD
Publications Coordinator/Technical Editor	\$95–110 USD
GIS Analyst	\$70–140 USD
Graphics Designer/GIS Technician	\$65–90 USD
Word Processor	\$70–95 USD
Administrative Assistant/Accounting/Clerical	\$55–65 USD
Reprographics Assistant/Intern	\$55–75 USD
On-Call Archaeological/Cultural Monitor	\$75–125 USD
On-Call Biological Monitor	\$75–160 USD

Other Labor Rates

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



Direct Expenses

Direct costs and out-of-pocket expenses are billed as follows:

1. Out-of-pocket expenses, including, but not limited to, travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS, plus a 15 percent administrative fee.
2. Subcontractors' fees: Cost, as charged to FCS, plus a 10 percent administrative fee.
3. Passenger cars: \$0.535 per mile.
4. Four-wheel-drive vehicles: \$75.00 per day (\$0.535 per mile).
5. Reproduction and color copies: See Reprographics Fee Schedule (provided as necessary).
6. Records checks: Fees vary by facility and project.
7. Museum curation: Fees vary by city and project.
8. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS.
9. Per diem: \$64.00 per day. This is the USA Federal Rate. Lodging surcharge may apply in high rate areas.
10. USFWS/CDFW impacts or mitigation fees: Cost, as charged to FCS.

Terms

Compensation and direct expenses are invoiced monthly and payable upon receipt or as codified in project specific contract.

Monthly Reporting

The FCS Project Manager will provide a summary report via e-mail in a format acceptable to the City. The Project Manager will coordinate with the City's identified representative to determine the acceptable format. If required, a summary report may be included with our regular detailed monthly invoice.

Financial Tracking Resources

FCS Project Managers are responsible for project cost management with support from FCS's internal job-cost accounting system. Job-cost accounting procedures foster effective budget control by supplying data on costs incurred, which can be broken down into any level of subcategories desired. These procedures provide project management with a useful tool for tracking and controlling project costs and project efficiency, as well as other valuable information concerning methods and efficiency.

One of the primary functions of the job-cost accounting system is to assemble and interpret actual cost data for managing current operations and planning future budgets. Using the immediate feedback for job-cost status, management has the ability to take timely action to contain job costs, when necessary. By





establishing a project budget, FCS controls project costs that reflect the scope of work prepared for the project. The Project Manager is responsible for maintaining the budget and tracking labor and other costs. Monthly billing invoices are reviewed and approved by the Project Manager before they are sent to the client. The invoices detail charges sorted by employee, activity, billing period, or available in a summary format that meets client needs.

Auditing

FCS will maintain all documents and records that would demonstrate performance under an agreement with the City for a minimum period of three years or for any longer period required by law, from the date of termination of the completion of each project. Any records or documents required to be maintained will be made available for inspection or audit at any time during regular business hours, upon written request of the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at FCS's local address, as indicated.

