

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

CITY OF CARSON

AND

ENVIRONMENTAL SCIENCE ASSOCIATES

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ENVIRONMENTAL SCIENCE ASSOCIATES**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein “Agreement”) is made and entered into this ____ day of January, 2021 by and between the City of Carson, a California municipal corporation (“City”) and Environmental Science Associates, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City and Consultant previously entered into that certain Contract Services Agreement, dated as of October 18, 2016 (as amended from time to time, the “Existing Contract”) following the City’s selection of Consultant pursuant to a Request for Proposals issued by the City for the performance of certain on-call environmental consulting services (as defined and described particularly in the Existing Contract).

B. Faring Capital, LLC (or its subsidiary) has filed an application with the City for a new project (“Proposed Project”) on a portion of that certain 157-acre site located at 20400 S. Main St., Carson (“157 Acre Site”), which will require an amendment to The District at South Bay Specific Plan (“Specific Plan”), and will require environmental review in compliance with the California Environmental Quality Act (“CEQA”). Under the Existing Contract, Consultant has received the amount of \$274,738 (the “Prior Payment”) for its Services performed with respect to the Proposed Project. However, due to the scope and unique nature of the Proposed Project, the City and Consultant have determined to enter into a new agreement to supplement Consultant’s Existing Contract with City to specifically delineate Consultant’s services performed in connection with the Proposed Project and the environmental review required thereunder (as more particularly defined and described in Article 1 of this Agreement).

C. An extensive environmental review process was previously undertaken pursuant to CEQA for the 157 Acre Site in connection with the approval of the Specific Plan (the “Prior CEQA Review”), which culminated in a Final Environmental Impact Report, dated February 8, 2006, an Addendum to the Final Environmental Impact Report dated March 2009, and a Supplemental Environmental Impact Report dated April 3, 2018 (collectively, the “EIR”). Consultant’s work and Services hereunder shall utilize the Prior CEQA Review and EIR, which Consultant has previously reviewed.

D. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the continuation of Consultant’s performance of the Services under the Existing Contract, but to specifically pertain to the Services required of Consultant with respect to the Proposed Project, pursuant to this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those Services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “Services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and Services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s proposal(s) (“Proposal”) which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all Services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that the Services performed pursuant to this Agreement shall not require the payment of prevailing wages pursuant to Section 1720 or 1770 – 1781 of the California Labor Code and/or Sections 33423 – 33426 of the California Health and Safety Code (the "Prevailing Wage Law"). To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants/contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, subject to the terms and conditions of Exhibit "C" attached hereto, shall not exceed **One Million Four Hundred Sixty Five Thousand Eight Hundred Fifty Dollars (\$1,465,850)** (including the Prior Payment to ESA under the Existing Contract) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the Services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding **two (2) years** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Heidi Rous
(Name)

Business Group Director
(Title)

Terri Avila
(Name)

Vice President
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize

only competent personnel to perform Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Saied Naaseh, Director of Community Development, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this

Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of Services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole

proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of any Services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of this Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific

reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Services, which are the subject of this Agreement, who is brought onto or involved in these Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Performance Bond.

Concurrently with execution of this Agreement, Consultant shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional Services under this Agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional Services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "books and records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract

Officer to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if Consultant is providing design Services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design Services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein.

All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened if

circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.7, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article 7. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), CITY OF CARSON, 701 E. CARSON ST., CARSON, CA 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision

relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert C. Robles Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

ENVIRONMENTAL SCIENCE
ASSOCIATES, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:626 Wilshire Blvd., Suite 1100
Los Angeles, CA 90017

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021, before me, _____, a notary public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021, before me, _____, a notary public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall perform environmental review and planning services required for the Proposed Project generally described as follows (the "Services"): Prepare all necessary environmental review and processing documentation required under CEQA for the Proposed Project (including, as applicable, an environmental assessment / Initial Study, Addendum to the existing EIR, Supplement to the existing EIR, and prepare an amendment to the Specific Plan to enable the development of the Proposed Project on the 157 Acre Site, which documentation must be legally sufficient under CEQA and sufficient for the City Council's consideration for approval. Consultant shall follow procedures as required by the City and its municipal code and by State law, for the development and preparation of the environmental documents and amendment to the Specific Plan. Consultant shall coordinate and participate in the public review process with the Planning Division of the City including, but not limited to, public outreach and community meetings with business and neighborhood groups and community stakeholders, study sessions, and public hearings before the Planning Commission and City Council.

The Services are more particularly described as follows, but shall depend on the nature of the environmental review documentation required for the Proposed Project. The Parties have not yet determined the appropriate environmental document for analyzing the potential impacts of the Proposed Project, but the below scope of work assumes the Proposed Project will be analyzed by either an Addendum to the EIR or a Supplemental EIR ("SEIR"). If it is determined that a new EIR is required to analyze the Proposed Project, the Parties shall be required to execute an amendment to this Agreement to incorporate a modified scope of work, compensation, and performance schedule.

A. Phase I (Environmental):

1. Project Initiation

The Services have been already initiated pursuant to the Existing Contract, and Consultant is in the process of drafting a preliminary project description for review and approval by City staff, based on information received from the Developer.

2. Research And Investigation; Project Description

Project research will include coordination with the City to acquire relevant environmental data, technical studies, exhibits, maps, and reference documents. The investigation may include a site visit to review existing land uses and environmental conditions, as well as a photographic inventory of on-site and surrounding uses.

Using the information obtained from the Developer and during Consultant's investigations, Consultant will prepare a comprehensive Project Description for the City's review and approval. Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reader and will include all of the information required to define the Proposed Project for the 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 Proposed Project, and clearly illustrated project components displayed in exhibits based on Geographic Information System data.

The approved Project Description will form the basis for evaluating the Proposed Project in the Addendum / SEIR. The draft Project Description will be submitted to the City for review and approval prior to the development of the Administrative Draft Addendum and SEIR.

3. Scoping Analysis for Environmental Assessment / Initial Study

Phase 1 will involve data collection and an initial scoping analysis for technical topics that are likely to be affected by the change in uses under the Proposed Project including, without limitation, air quality (and the health risk assessments), visual resources, biological resources, energy, greenhouse gas (GHG) emissions, noise, and transportation. The preparation of the technical studies in Phase 1 will provide a framework to more fully understand the work that will be needed to complete the ultimate environmental document, which may either be an Addendum or SEIR, depending on the outcome of the initial scoping analysis. At the end of this task, Consultant shall deliver a written opinion to City on the viability of an Addendum versus a SEIR as the appropriate environmental document to analyze the Proposed Project based on the requirements of CEQA, applicable thresholds of significance, applicable significance criteria, Consultant's experience, and its determination of the defensibility of an Addendum versus a SEIR (the "Environmental Documentation Opinion").

4. CEQA Initial Study / Environmental Assessment

Addendum: If it is determined that an Addendum is the appropriate environmental document, Consultant shall finalize the initial scoping analysis / environmental assessment along with all technical studies in anticipation of completing an Addendum. At a minimum, such technical

studies shall include the following environmental topics: Air Quality (including a HRA), Biological Resources, Energy, Greenhouse Gas Emissions, Noise, and Transportation. City may require additional technical studies/analyses in its reasonable discretion.

SEIR: If it is determined that a SEIR is the appropriate environmental document, Consultant will prepare an Initial Study in accordance with the CEQA Guidelines, and a Notice of Preparation (NOP) for public circulation. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with the Public Resources Code and the CEQA Guidelines. This section will denote the appropriate CEQA action based upon the Environmental Checklist/Environmental Analysis. Consultant will submit the Draft Initial Study and NOP for review and comment by the City in MS Word and Adobe pdf formats. Consultant will also submit one (1) “proofcheck copy” of the final draft document, which will incorporate one complete set of comments received from the City. Consultant shall incorporate all comments and deliver a final Initial Study and NOP satisfactory to the City for public circulation.

5. Draft CEQA Document

Administrative Draft Addendum: ESA will prepare an Administrative Draft Addendum that will evaluate each environmental topic analyzed in the EIR (including the 2018 SEIR and 2006 EIR) and would include the topics analyzed above, as well as land use, aesthetics, hazards, geology and soils, surface water quality, public services (fire, police, schools, parks and recreation, and libraries), and utilities (water supply, wastewater, and solid waste). The Addendum will be prepared by Consultant to provide the substantial evidence needed to demonstrate that the Addendum is the proper form of environmental document for the Proposed Project and to support the findings required by Section 15162 of the CEQA Guidelines. A draft of the Addendum will be provided to City staff for review and will be revised in response to the comments by City or other agencies/third parties to prepare the final Addendum.

Draft SEIR: Consultant shall prepare a Draft SEIR for internal review and comment, incorporating all applicable technical analyses for City review and comment. Upon receipt of one consolidated set of comments on the Draft EIR, Consultant will revise and submit the Preliminary Draft EIR to the City for a second review.

Upon receipt of one consolidated set of comments on the Preliminary Draft EIR, Consultant will revise and prepare the document for the required 45-day public review period. If desired by the City, Consultant

will provide the proofcheck Draft EIR with all changes highlighted to assist the final check of the document, prior to printing. Consultant will prepare and distribute (via certified mail or FedEx) the Draft EIR, along with the Notice of Availability (described below).

Consultant will prepare and submit for City review the CEQA Notices outlined below. The Public Notices will be distributed via certified mail to the State Clearinghouse and all responsible, trustee, and interested agencies, community groups, and individuals, and filed at the County Clerk. The distribution will be based on a distribution list to be provided by City staff. This scope assumes that the City would be responsible for any radius mailing or newspaper notices required for the project and filing fees with the County Clerk.

Notices:

- Notice of Availability (NOA) - to be distributed with the Draft EIR at the onset of the 45-day public review period. The NOA will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for City staff.
- Notice of Completion (NOC) - for submittal to the State Clearinghouse at the onset of the 45-day Draft EIR public review period. The NOC will follow the format recommended by the State Clearinghouse.
- Notice of Determination (NOD) - to be filed with the County Clerk and sent to the State Clearinghouse within five (5) days of EIR certification (if preparation of an EIR is warranted). This scope excludes payment of any County Clerk or CDFW filing fees, if applicable.

6. Final CEQA Document

Addendum: Consultant will make revisions or corrections to the Administrative Draft Addendum and provide the City and the project team, as deemed appropriate by City staff, with a Proof Draft version within 3 weeks of the receipt of consolidated City comments on the Administrative Draft Addendum and a Print Copy version of the Addendum within 1 week of receipt of consolidated City comments on the Proof Draft Addendum.

Final SEIR: Consultant will respond to all comments received on the Draft SEIR document during the public review period, and any additional comments raised during the public hearings, in order to prepare a draft Final SEIR. Consultant will prepare thorough, reasoned, and sensitive responses to relevant environmental issues, for City's review and comment to the Final SEIR. This task includes written responses to both written and oral comments received on the Draft SEIR (includes review of hearing transcripts, as required). The Final SEIR shall include all City comments.

The Final SEIR shall include a Mitigation Monitoring and Reporting Program (in compliance with Public Resources Code Section 21081.6 (AB 32180) which shall be scoped and defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation. The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the Proposed Project, which shall include a list of Mitigation Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

The Final SEIR will consist of the revised draft text, as necessary to address the comments received on the Draft SEIR. The Final SEIR will include a purpose subsection, reference the review process, comments received, responses and any required edits/updates to the public review document. Also included in the final document is the Mitigation Monitoring Program in accordance with Public Resources Code Section 21081.6 (AB 3180). Five copies (5), one (1) camera-ready original, and an electronic file of the Final Initial Study will be provided to the City. Consultant will prepare the NOI and Notice of Determination.

7. Coordination And Meetings/Hearings

(a) Coordination

Heidi Rous will be responsible for management and supervision of the Consultant's Team as well as consultation with the City staff (the "Task Manager"). The Task Manager will undertake consultation and coordination of the Services and review the environmental documents for compliance with CEQA requirements and guidelines and City CEQA procedures. Consultant will coordinate with state and local agencies regarding

the applicable environmental document. The Task Manager will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the SEIR / Addendum. It is Consultant's goal to serve as an extension of City staff throughout the duration of the Services. Consultant will be available to meet with staff to discuss particular project parameters, as required by the City. If desired by the City, Consultant will provide progress reports on a weekly or bi-weekly basis, which will include the status of documents currently in production, delivery dates of documents, upcoming meetings with City Staff, and any outstanding items to be resolved at that time.

(b) Meetings

The designated Task Manager will represent the project team at up to four (4) public hearings, and making presentations as necessary. Should the City determine that additional meetings beyond the following meetings are necessary, services will be provided under a separate scope of work on a time and materials basis.

B. Phase II (Entitlements):

Specific Plan Amendment: Consultant shall prepare an update / amendment to the Specific Plan in compliance with state law to allow for the development of the Proposed Project on the Site. The Specific Plan Amendment will contain the same components as the existing Specific Plan as modified to reflect changes to PA 3. Consultant shall provide three electronic submittals to the City for review and feedback: (1) Administrative Draft Specific Plan Amendment, (2) Draft Specific Plan Amendment, and (3) Final Specific Plan Amendment (in form and content sufficient for presentation to the Planning Commission and ultimately, the City Council for determination). Consultant shall incorporate all comments by the City to such submittals and shall provide and furnish all support materials requested by the City for presentations made to the Planning Commission / City Council.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. The scoping analysis/Initial Study/environmental assessment referred to above, to the extent applicable
- B. The Environmental Documentation Opinion referred to above
- C. Either the Addendum or the Draft EIR / Final SEIR (together with the applicable Public Notices (described above))

- D. Amendment to the Specific Plan**
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
 - A. Periodic progress reports via email and conference calls.**
 - B. Other written status reports in form/content requested by City.**
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Heidi Rous**
 - B. Terri Avila**
 - C. Mary Laux**
 - D. Beverly Choi**
 - E. Jacqueline De La Rocha**

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

(new text show in ***bold italics***, deleted text in ~~strikethrough~~)

- I. Section 1.7 (Prevailing Wages) is hereby deleted in its entirety.
- II. The first paragraph of Section 5.2 (General Insurance Requirements) is amended to read as follows:
- “5.2 General Insurance Requirements
- All of the above policies of insurance shall be primary insurance and ***the General Liability and Automotive Insurance*** shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.”
- III. Section 5.3 (Performance Bond) is hereby deleted in its entirety.
- IV. Section 7.7 (Termination Prior to Expiration of Term) is amended to read as follows:

“This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. ***In lieu of termination due to the fault of the City, Consultant may elect to suspend services under this Agreement until the fault is cured so long as written notice of same is provided to City by Consultant. Such a suspension shall not be considered a delay caused by Consultant.*** Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services

authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated as follows:

Consultant agrees to complete the Scope of Work described in Exhibit “A” of this Agreement on a time and materials basis in accordance with preliminary budget set forth on Exhibit “C-1” attached hereto. Notwithstanding anything to the contrary herein, Consultant will not be compensated beyond the maximum Contract Sum shown without an amendment to this Agreement. Consultant will bill the City in increments of six minutes (0.1 hour) for time actually spent. Travel time and mileage are not billable.

Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at cost plus a markup not to exceed five percent. Fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses (such as sub-contractors / sub-consultant costs) will be invoiced based upon expenses incurred.

II. Within the budgeted amounts for each task, and with the approval of the Contract Officer, funds may be shifted from one task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services (including the Prior Payment under the Existing Contract) shall not exceed either (i) \$1,089,440 if the applicable CEQA document is determined to be an Addendum to the existing EIR, or (ii) \$1,465,850 if the applicable CEQA document is determined to be a SEIR; as otherwise provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit "C-2".

EXHIBIT “C-1”

PRELIMINARY BUDGET

[Attached]

Preliminary Cost Estimate: District at South Bay Supplemental EIR

Employee Names																				
				Daryl K.				Brian A.		Isaac S.		Bailey S.								
		Terah D.				Julie S.		Michael V.				Sylvia P.								
		Mary L.		Melissa G.		Sara D.		Robert S.				Melody M.								
		Bev C.		Eric S		Michael S.		Jaclyn A.				Tim W.		James S.						
		Luci		Alan S.		Shadde R.		Heather D.		Frank V.		Evan W.		F. Pimentel						
		Bev C.		Eric S		Michael S.		Jaclyn A.				Tim W.		Denise K.						
		Terri A.		Monica S.		Heidi R.		May L.		Susumu S.		Olivia C.		Joel M.		Jacqueline DLR				
		Karl F.		B. Setzler		Matthew G.														
Labor Category		Senior Director III	Senior Director II	Director III	Director II	Managing Associate III	Managing Associate II	Managing Associate I	Senior Associate II	Senior Associate I	Associate III	Associate II	Subtotal	Project Technician III	Project Technician II	Project Technician I	Subtotal	Total Hours	Labor Price	
Task #	Task Name/Description	\$ 285	\$ 285	\$ 230	\$ 215	\$ 195	\$ 180	\$ 165	\$ 150	\$ 140	\$ 130	\$ 120		\$ 115	\$ 95	\$ 80				
SEIR (ESA)																				
Task 0	Initial Efforts	140.50	10.50	239.25	13.25	94.50	312.75	62.25	111.25	40.00		67.75	\$216,323	37.25	1.25	0.5	\$4,443	1131	\$220,765	\$975,623
	Project Management, kickoff, weekly calls, technical calls, impromptu calls	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Project Description Drafted (two iterations)	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Initial addendum framework set up for aesthetics and land use	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Draft addendum analysis completed for: geology and soils, hazardshydrology and water quality, population and housing, public services, and water supply	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Biological site visit conducted	-	-	-	-	-	-	-	-	-	-	-	\$47				\$0	0	\$47	Site visit mlage
	Draft air quality analyses for AQMP consistency, Regional Construction (mass emissions), CO Hot Spot, and HRA modeling completed	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Draft qualitative GHG analysis completed	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Noise analyses for construction noise and vibration (qualitative) and operational noise (quantitative) completed	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
	Tribal Cultural consultation letters drafted and mailed	-	-	-	-	-	-	-	-	-	-	-	\$184				\$0	0	\$184	Postage
	Initial Transportaiton efforts (modeling)	-	-	-	-	-	-	-	-	-	-	-	\$53,742				\$0	0	\$53,742	July and August Invoice
	Specific Plan Amenement drafting was initiated (approximately 30 percent complete)	-	-	-	-	-	-	-	-	-	-	-	\$0				\$0	0	\$0	
Task 1	Meetings and Project Management																			\$94,840
1a	Weekly Calls (2, 1 hour meetings for 3 ESA staff over 7 months (30 weeks), plus an additional 12 1-hour "special" meetings)	72		72					72				\$47,880				\$0	216	\$47,880	
1b	Additional Meetings to Discuss Technical Analysis	12		12			12		12				\$10,140				\$0	48	\$10,140	
1c	Project Management (2 hours a week for 2 ESA staff for 7 months)			60			60		60				\$22,800				\$0	120	\$22,800	
1d	Project Initiation Activities (11/30/20 through 1/15/21)	20		20			4		20				\$14,020				\$0	64	\$14,020	
Task 2	Project Definition/Data Needs and Project Description																			\$30,970
2a	Project Definition/Data Needs	12		6	6		6		12				\$8,970	4			\$460	46	\$9,430	
2b	Ongoing Project Description	40		8					40				\$19,240	20			\$2,300	108	\$21,540	
Task 3	Technical Memoranda/Studies																			\$101,590
3a	Air Quality/HRA (in addition to efforts in Task 0)	8		20	16		200						\$46,320	8			\$920	252	\$47,240	
3b	Biological Resources (in additoin to efforts in Task 0)	12		2	2				24				\$7,970	8			\$920	48	\$8,830	
3c	Energy	6		1	1		22						\$6,115	8			\$920	38	\$7,035	
3d	GHG (in addition to efforts in Task 0)	6		1	1							40	\$6,955	8			\$920	56	\$7,875	
3e	Noise (in addition to efforts in Task 0)	6		10		80	56						\$29,690	8			\$920	160	\$30,610	
Task 4.1	Addendum																			\$150,050
4.1a	Addendum Drafting Efforts	150		100	50		100		160	80			\$148,900	10			\$1,150	810	\$150,050	
Task 4.2	Draft SEIR																			\$224,430
4.2a	Aesthetics/Visual Resources	16		8			40		3				\$14,050	8			\$920	75	\$14,970	
4.2b	Air Quality (including the HRA)	8		8			16		3				\$7,450	8			\$920	43	\$8,370	
4.2c	Biological Resources	16		8					40				\$12,400	8			\$920	72	\$13,320	
4.2d	Energy	8		8									\$6,490	8			\$920	43	\$7,410	
4.2e	GHG	8		8					3			16	\$8,410	8			\$920	58	\$9,330	
4.2f	Hazards	8		24	40				3			32	\$16,850	8			\$920	83	\$17,770	
4.2g	Surface Water Quality	8		8	40				24				\$16,320	8			\$920	88	\$17,240	
4.2h	Land Use	12		40			24		3				\$17,390	8			\$920	87	\$18,310	
4.2i	Noise	12		8		8	40		3				\$14,470	8			\$920	79	\$15,390	
4.2j	Public Services (Fire, Police, and Parks) and Recreation	8		6			40		3				\$11,310	8			\$920	65	\$12,230	
4.2k	Transportation (Prepared by FP, Peer Reviewed by ESA)	12		8		8			3				\$7,270	8			\$920	39	\$8,190	
4.2l	Utilities (Water Supply, Wastewater, Solid Waste)	12		6	40				3				\$13,850	8			\$920	69	\$14,770	
4.2m	Effects Not Found to Be Significant (including Cultural)	12							32				\$8,220	8			\$920	52	\$9,140	
4.2n	Alternatives and Other CEQA	20		8			4		40				\$14,260	8			\$920	80	\$15,180	
4.2o	Other Draft SEIR Sections (Introduction, Summary, References, List of Preparers)	8							8				\$3,480	8			\$920	24	\$4,400	
4.2p	Responses to City Comments (Proof Draft SEIR)	16		16	16		16		20				\$17,560	16			\$1,840	100	\$19,400	
4.2q	Responses to City Comments (Draft SEIR for Submittal)	12		12	12		12		10				\$12,420	12			\$1,380	70	\$13,800	
4.2r	Notices (NOP/NOC and NOANOC) and Distribution	6		4					8				\$3,830	12			\$1,380	30	\$5,210	
Task 5	Final SEIR/MMRP/Noticing																			\$90,190
5a	Introduction	6							3				\$2,160	4			\$460	13	\$2,620	
5b	Response to Comments	40		40	10		30		40				\$34,150	12			\$1,380	172	\$35,530	
5c	Corrections to Draft SEIR Chapters/Sections	8					6		24				\$6,960	16			\$1,840	54	\$8,800	
5d	MMRP	8		2					8				\$3,940	4			\$460	22	\$4,400	
5e	Response to City Comments (Proof Final SEIR)	20		16			16		16				\$14,660	24			\$2,760	92	\$17,420	
5f	Response to City Comments (Final SEIR for Submittal)	16		16			16		16				\$13,520	24			\$2,760	88	\$16,280	
5g	Findings of Fact/SOC (optional)	8							16				\$4,680	4			\$460	28	\$5,140	
	noticing?												\$ -				\$ -	0	\$0	
Task 6	Hearings																			\$7,980
6a	Planning Commission Hearing (@4 hrs)	4		4					4				\$2,660				\$0	12	\$2,660	
6b	Initial City Council Hearing (@ 4 hrs)	4		4					4				\$2,660				\$0	12	\$2,660	
6c	Second Reading of DA and Determination on Required Approvals (@ 4hrs)	4		4					4				\$2,660				\$0	12	\$2,660	
Task 7	Post-Certification/NOD																			\$735
7a	Preparation and Filing of NOD	1							3				\$735				\$0	4	\$735	
SPECIFIC PLAN AMENDMENT (ESA)																				\$238,630
Task 1	Team Management, Meetings, and Coordination																			\$38,050
	Team Management, Meetings, and Coordination	14		122			20		16				\$38,050				\$0	172	\$38,050	
Task 2	Specific Plan Update																			\$183,980
	Specific Plan Update	40		372					230		220	92	\$171,100	112			\$12,880	1066	\$183,980	
Task 3	Public Hearings																			\$16,600
	Public Hearings			50					34				\$16,600				\$0	84	\$16,600	
Total Hours		860	11	1,361	247	191	993	62	1,141	120	220	408	5,613	471.25	1.25	0.50	473.00	6,086		
Total Labor Costs		\$244,958	\$2,993	\$313,088	\$53,159	\$37,148	\$178,695	\$10,271	\$171,188	\$16,800	\$28,600	\$48,930	\$1,159,800	\$54,194	\$119	\$40	\$54,353		\$1,214,153	\$1,214,153
Percent of Effort - Total Project Cost		20.2%	0.2%	25.8%	4.4%	3.1%	14.7%	0.8%	14.1%	1.4%	2.4%	4.0%	95.5%	4.5%	0.0%	0.0%	4.5%	100.0%		

ESA Labor Cost (SEIR and Specific Plan Amendment)	\$1,214,153
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ESA Non-Labor Expenses		
Reimbursable Expenses	(see Attachment A for detail)	\$6,200
ESA Equipment Usage	(see Attachment A for detail)	\$200
ESA Administrative Fee (10 Percent)		\$640
	Subtotal (Non-Labor Expenses)	\$7,040

Subconsultant Costs (Fehr (see Attachment B for detail))		
Labor Costs		\$123,975
ESA Administrative Fee (10 Percent)		\$12,398
	Subtotal (Fehr & Peers)	\$136,373

PROJECT TOTAL (SEIR, SPECIFIC PLAN, AND TIA)	\$1,357,565
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Optional 10 Percent Contingency	\$108,283
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BILLING RATES

[illegible]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule set forth on Exhibit "D-1".**
- II. Consultant shall deliver the following tangible work products to the City on or prior to the following dates (Note that the dates set forth below assume that Consultant receives a final stable project description from Developer by January 22, 2021 and if not, the following schedule shall be amended on a day for day basis based on the delay for Consultant's receipt of such final project description):**
 - A.** The scoping analysis/Initial Study/environmental assessment: On or before February 15, 2021
 - B.** The Environmental Documentation Opinion: On or before February 19, 2021
 - C.** The draft Addendum for review: On or before March 18, 2021
 - D.** If applicable, the Draft SEIR: On or before June 1, 2021
 - E.** To the extent applicable, the Final SEIR (together with the applicable Public Notices (described above)): On or before August 16, 2021
 - F.** A draft Amendment to the Specific Plan: On or before March 1, 2021
 - G.** A final Amendment to the Specific Plan: On or before May 31, 2021
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT “D-1”

SCHEDULE

[Attached]

Estimated Project Schedule, Joint Addendum/SEIR

Addendum Deliverable	Addendum Timeframe (in weeks)	Projected Months	Specific Plan Amendment Deliverable	Specific Plan Amendment Time Frame (in weeks)	Projected Months
Project Kick-Off and requested Project information provided to ESA	1 week	Jan. 2021	Project Kick-Off and requested Project information provided to ESA	1 week	Jan. 2021
Technical analyses updated and finalized for discussion with City	3 weeks	Feb. 2021	Preparation of Administrative Draft SPA	3 weeks	Feb. 2021
Preparation of Administrative Draft Addendum for City review	2 weeks	Feb. 2021	Submittal of Administrative Draft SPA	1 week	Feb. 2021
City review of Administrative Draft Addendum	3 weeks	Mar. 2021	City review of Administrative Draft SPA	3 weeks	Mar. 2021
ESA response to City comments on Administrative Draft Addendum	3 weeks	April 2021	ESA response to City comments on Administrative Draft SPA	2 weeks	Mar. 2021
City review of Proof Draft Addendum	2 weeks	April 2021	City review of Draft SPA	1 week	April 2021
ESA response to City comments on Proof Draft Addendum	1 week	April 2021	ESA response to City comments on Draft SPA	1 week	April 2021
ESA packaging Print Copy Addendum	1 week	May 2021	ESA packaging Final SPA	1 week	April 2021
<i>30-days for opposition/comments</i>	<i>30 days</i>	<i>June 2021</i>			
Publication of Draft SEIR	2 weeks	June 2021			
<i>Draft EIR Public Comment Period</i>	<i>45 days</i>	<i>June 21, 2021–August 5, 2021</i>			
Preparation of Administrative Final SEIR for City review	1.5 weeks	Aug. 2021			
City review of Administrative Final SEIR	1 week	Aug. 2021			
ESA response to City comments on Administrative Final SEIR	1 week	Aug. 2021			
City review of Proof Final SEIR & ESA respond	1 week	Sept. 2021			
ESA packaging Print Copy Final SEIR	1 week	Sept. 13, 2021			
Planning Commission Hearing	Within 4 weeks	Oct. 2021			
Initial City Council Hearing	Within 4 weeks	Nov. 2021			
Second Reading of Development Agreement and Determination on Required Approvals	Within 4 weeks	Dec. 2021			