

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MARINE RESEARCH SPECIALISTS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MARINE RESEARCH SPECIALISTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 18th day of OCTOBER, 2016 by and between the City of Carson, a California municipal corporation ("City") and Marine Research Specialists ("Consultant"). City and Consultant may hereafter be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

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 scope of work or bid 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 the 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 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.

1.8 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 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. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. 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 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.

1.9 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, shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00) for the entire Term, and shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00)

annually (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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 the 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 the 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 one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4.1 Representatives and Personnel of Consultant.

Mr. Luis Perez	Consultant
(Name)	(Title)
Mr. Greg Chittick	Consultant
(Name)	(Title)
(Name)	(Title)

4.2 Status of Consultant.

4.3 Contract Officer.

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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 Consultant.

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 Insurance Coverages.

The Consultant shall procure 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 which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and 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.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

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Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

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, though not reduced, if circumstances warrant. 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. 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 Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract 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 Contract 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 attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's 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 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 the 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 insure 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 East Carson, Carson, California 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 "non-interests" 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 Wac

9.7 Corporate Authority.

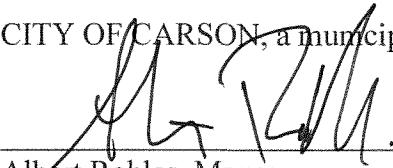
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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 on the date and year first-above written.

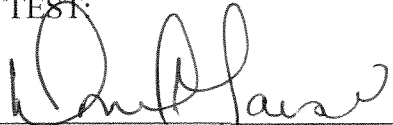
CITY:

CITY OF CARSON, a municipal corporation



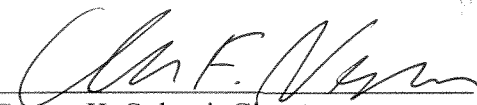
Albert Robles, Mayor

ATTEST:



Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

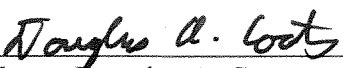

for Sunny K. Soltani, City Attorney
[EQG]

CONSULTANT:

Marine Research Specialists

By: 

Name: Douglas A. Coats
Title: Vice President

By: 

Name: Douglas A. Coats
Title: Corporate Secretary
Address: 4744 Telephone Rd

Suite 3-315

Ventura, California 93003-5258

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

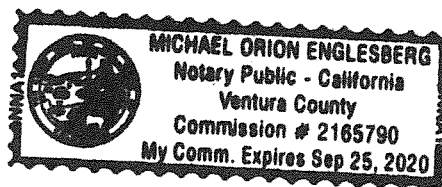
COUNTY OF LOS ANGELES

On October 28th, 2016 before me, Michael Orron Englesberg
~~Douglas A. Coats~~, personally appeared Douglas A. Coats
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 | |
| | <u>Vice President</u> | |
| | TITLE(S) | |
| ☐ | PARTNER(S) | ☐ LIMITED |
| | | ☐ GENERAL |
| ☐ | ATTORNEY-IN-FACT | |
| ☐ | TRUSTEE(S) | |
| ☐ | GUARDIAN/CONSERVATOR | |
| ☐ | OTHER | |

DESCRIPTION OF ATTACHED DOCUMENT

Contract Services Agreement

TITLE OR TYPE OF DOCUMENT

18. not including Exhibits or Signature Page
NUMBER OF PAGES

Unspecified
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

Marine Research Specialists

Corporate Secretary
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 October 28th, 2016 before me, Michael Orion Englesberg ~~Douglas A. Coats~~, personally appeared Douglas A. Coats 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: Michael Orion Englesberg



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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☒	CORPORATE OFFICER	
	<u>Corporate Secretary</u>	<u>Contract Services Agreement</u>
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	<u>18, not including Exhibits or Signature Page</u>
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	<u>Unspecified</u>
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
<u>Marine Research Specialists</u>		<u>Corporate Vice President</u>
_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services for individual projects on an on-call basis:** Prepare Environmental Impact Reports, Mitigated Negative Declarations, Environmental Assessments, peer reviews and various other environmental assignments and responsibilities. Follow procedures as required by the City and its municipal code and by State law and federal law, as applicable, for the development and preparation of environmental documents. Coordinate and participate in the public review process with the Planning Division 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").

A detailed Scope of Services will be agreed upon by City and Consultant for each individual project and will be included in the Project Agreement for that project, which once executed will be incorporated herein by reference.

A. Conceptual Work Program for an Initial Study/Mitigated Negative Declaration.

1. Project Kick-Off And Project Characteristics

The work program will be initiated with a kick-off meeting with City representatives to discuss the project features in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kick-off, Consultant will distribute a meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off, Consultant will draft a preliminary project description for review and approval by City staff.

2. Research And Investigation

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

3. CEQA Initial Study/Assessment

Consultant will prepare an Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all

checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. This section will denote the appropriate CEQA action based upon the Environmental Checklist/Environmental Analysis. The Initial Study report will be presented as follows:

(a) Introduction

The Introduction will cite the provisions of the CEQA Guidelines and the City CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the Initial Study/Mitigated Negative Declaration format, listing of responsible and trustee agencies and documentation incorporated by reference.

(b) Project Description

The Project Description section will detail the project location, background, and history of the project, discretionary actions, characteristics, goals and objectives, construction program, phasing, agreements, and required permits and approvals that are required based on available information. This section will include a summary of the project's local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section.

(c) Initial Study Checklist

This section will include a summary page of project information followed by an explanation of factors considered for potential impacts. The Initial Study Checklist will be presented in a four column layout, identifying: (1) potentially significant impacts, (2) potentially significant impacts unless mitigated, (3) less than significant impacts, and (4) issues resulting in no impacts.

(d) Environmental Analysis

Consultant will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised by City staff, agencies and the community, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data.

The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area, and identify short-term construction and long-term operational impacts associated with the project. The impact analysis will be in a consistent order of environmental factors, as presented in Appendix G of the CEQA Guidelines (Aesthetics, Agricultural and Forest Resources, Air Quality, etc.). The thresholds for significance shall be identified for every environmental issue. A brief discussion will be provided for all environmental issues determined to be “No Impact” or “Less Than Significant Impact”, explaining why these determinations were made and that no further analysis is warranted. The Impact Subsection will provide a detailed analysis of each issue, in the same order as these issues are provided in the Initial Study. The Environmental Analysis sections will provide vital supporting information for the conclusions rendered for the Environmental Checklist. This section will review the following issues:

- (i) Aesthetics/Light And Glare: Existing conditions; Construction-related impacts; Visual Character; and Light and glare analysis.
- (ii) Agricultural And Forest Resources
- (iii) Air Quality: Existing conditions; Construction-related emissions; and Long-term emissions.
- (iv) Biological Resources
- (v) Cultural Resources
- (vi) Geology And Soils
- (vii) Greenhouse Gas/Global Climate Change
- (viii) Hazards And Hazardous Materials
- (ix) Hydrology And Water Quality
- (x) Land Use And Planning
- (xi) Mineral Resources
- (xii) Noise. Consultant’s in-house acoustical team will conduct the noise analysis. In consideration of nearby sensitive receptors, the scope of work is as follows: Existing conditions; Construction-related noise and vibrations; and Operational noise sources.

- (xiii) Population And Housing
- (xiv) Public Services
- (xv) Recreation
- (xvi) Transportation And Traffic. Consultant will identify study conditions, study areas, perform site visits and analyze existing systems documentation; identify proposed project trip generation, trip distribution, and assignment, determine vehicle miles traveled, cumulative traffic volume, and assess level of service.
- (xvii) Utilities
- (xviii) Mandatory Findings Of Significance
- (e) Initial Study Determination

The determination page will conclude the appropriate action based upon the Initial Study evaluation.
- (f) Graphic Exhibits

The environmental document will include exhibits to enhance the written text and clarify the proposed project environmental impacts. Consultant will use state-of-the-art computer design equipment and techniques to create professional quality, black and white or full color exhibits, dividers, and covers for the environmental document and Appendices. All exhibits will be 8 1/2" x 11" in size and should be provided to the City in a jpeg, dwg, or pdf, as requested by City staff.

4. Draft Initial Study

Consultant will submit the Draft Initial Study 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. Changes to the draft document will be highlighted to assist the review.

5. Mitigated Negative Declaration Preparation

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared. Following this determination, Consultant will prepare the Notice of Intent (NOI) to Adopt and the Mitigated Negative Declaration for City review. The NOI and Mitigated

Negative Declaration will be attached to the Initial Study to fully explain the proposed project and its effects. Consultant will provide the submittal to the County Clerk, State Clearinghouse and agencies/interested parties.

6. Final Initial Study/Mitigated Negative Declaration

(a) Response To Comments

Consultant will respond to all comments received on the Draft Environmental document during the public review period, and any additional comments raised during the public hearings. Consultant will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft document (includes review of hearing transcripts, as required). The draft responses will be prepared for review by City staff. Should the comments be excessive and require more than the budgeted time, this task would be revisited.

(b) Mitigation Monitoring And Reporting Program

To comply with the Public Resources Code Section 21081.6 (AB 32180), Consultant will prepare a Mitigation Monitoring and Reporting Program to be 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. The Checklist indicates the mitigation measure number as outlined in the IS/MND, 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.

(c) Completion Of Final Environmental Document

The Final document will consist of the revised Draft text, as necessary to address the comments received on the Draft document. The Final document 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/(Mitigated) Negative Declaration will be provided to the City. Consultant will prepare the NOI and Notice of Determination. This scope of work excludes the required fees for the County Clerk and California Department of Fish and Wildlife (CDFW).

7. Project Coordination And Meetings/Hearings

(a) 7.1 Coordination

Mr. Luis Perez will be responsible for management and supervision of the Project Team as well as consultation with the City staff to incorporate City policies into the MND. Mr. Perez and/or a designated Task Manager will undertake consultation and coordination of the Project and review the MND for compliance with CEQA requirements and guidelines and City CEQA procedures. Consultant will coordinate with State and local agencies regarding this environmental document. It is the goal of Consultant to serve as an extension of City staff throughout the duration of the environmental documentation.

(b) Meetings

Mr. Perez and/or a designated Task Manager will attend the kick-off meeting and represent the Project Team at up to two (2) public hearings, 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. Conceptual Work Program for an Environmental Impact Report (EIR).

The following is our standard approach to an EIR work program. The level of analysis necessary for issue areas may differ, depending upon the findings of the Initial Study being conducted by the City.

1. Project Scoping

(a) Project Kick-Off And Project Characteristics

The EIR work program will be initiated with a kick-off meeting with City staff to discuss the Project in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone, in order to confirm the Initial Study findings and key Project details. Once the Initial Study is completed by the City, the Consultant will meet with City officials to review and discuss the Initial Study findings. The key Project details, including

analysis' parameters, proposed construction buildout conditions, scheduling, and communications protocols, among others, will be established. Prior to the kick-off, Consultant will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed Project information obtained at the Project kick-off meeting, Consultant will draft a preliminary Project Description for review and approval by City staff.

(b) Research And Investigation

Consultant will obtain and review available referenced data for the Project area, including policy documentation from the City, County, State, and Federal agencies, and all other agencies which may be affected by the Project. This information, along with environmental data and information available from City staff and other nearby jurisdictions, will become part of the EIR's foundation and will be reviewed and incorporated into the analysis, as deemed appropriate. This task includes a visit to the Project area, which will include a detailed photographic recording of on- and off-site conditions.

(c) Agency Consultation

As indicated in CEQA Guidelines Section 15083, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation and Public Scoping Meeting will provide that opportunity, Consultant will conduct additional discussions with Federal, State, and local agencies, which will assist in the early stages of the analysis and issue delineation. This scoping can be an effective way to bring together and resolve affected Federal, State, and local agency concerns, as well as the local community.

2. Administrative Draft EIR

(a) Introduction And Purpose

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

(b) Executive Summary

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation measures, levels of significance after mitigation, summary of project alternatives and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

(c) Project Description

The Project Description section will detail the project's location, environmental setting, background and history, characteristics, discretionary actions, goals and objectives, construction program, phasing, agreements, and required permits and approvals, based on available information. This section will include Exhibits depicting the regional and site vicinity, as well as key project components.

(d) Thresholds Of Significance

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, Federal, State, and local or other standards applicable to an impact category.

(e) Cumulative Projects/Analysis

In accordance with CEQA Guidelines Section 15130, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. Consultant will prepare a map identifying the location of all cumulative projects on the list. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside the City's jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project. Consultant will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the environmental analysis.

(f) Technical Studies

The following are typical Scopes for the Technical Studies necessary for support of the environmental analysis:

(i) Air Quality

The air quality analysis will be conducted by Consultant's in-house technical team. Consultant's air quality specialists have an extensive background in preparing, modeling, and conducting analyses pursuant to air quality district requirements and the CEQA Guidelines. The scope of work is as follows: Existing Conditions/Regulatory Framework; Construction-Related Emissions; and Long-Term Emissions

(ii) Biological Resources

Consultant's in-house team will prepare the Project's Biological Assessment Report (BAR).

(iii) Cultural Resources

This Task is intended to assist the City in their compliance with the CEQA statutes and guidelines cultural resources requirements. A typical Scope of Work includes the following components: California Historical Resources Information System (CHRIS) Records Search; Native American Scoping; Phase I Intensive Pedestrian Survey; and a Cultural Resources Technical Report.

(iv) Greenhouse Gas Emissions. The GHG Emissions technical study will be conducted in-house. Scope of work includes: Greenhouse Gas Emissions/Climate Change; and Energy Conservation.

(v) Noise. Consultant's in-house team will prepare the Project's Noise Assessment. Scope of work includes: Existing Conditions/Regulatory Framework; Construction-Related Noise and Vibration; and Operational Noise Sources.

(vi) Traffic and Circulation

Consultant will prepare a Traffic Impact Analysis (TIA) for the Project. Scope of work will include: Study Conditions; Study Area; Site Visit/Existing Systems Documentation; Proposed Project Trip Generation, Trip Distribution, & Assignment; Vehicle Miles Traveled, Cumulative Traffic Volumes; and Level of Service.

(g) Environmental Analysis

The Environmental Analysis section of the EIR will discuss the existing baseline conditions for each environmental issue area. The short-term construction and long-term operational, as well as

individual and cumulative, project impacts will be identified along with their corresponding levels of significance. Environmental issues raised during the scoping process (NOP responses and Public Scoping Meeting), and any other relevant and valid informative sources will also be evaluated. Mitigation measures to avoid and/or lessen the project's effects will be recommended. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. The thresholds of significance will be identified for each environmental issue area. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the IS, explaining why these determinations were made and that no further analysis in the EIR is warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant With Mitigation Incorporated or Potentially Significant Impact in the same order as these issues are provided in the IS. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the IS, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue. This section will include analysis for the following key environmental issue areas:

- Aesthetics/Light and Glare;
- Air Quality;
- Cultural Resources;
- Geology and Soils;
- Greenhouse Gasses/Climate Change;
- Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning;
- Noise;
- Population, Housing, and Growth;
- Public Services and Recreation;
- Traffic and Circulation; and

Utilities and Service Systems.

(h) Growth Inducement

Consultant will provide a project specific analysis update of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). This analysis will be based on data from the, California Department of Finance, and U.S. Census. This section will discuss ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, or amount of growth. Growth-inducing impacts are assessed based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. The project's potential growth-inducing impacts will be analyzed as they relate to population, housing, and employment factors.

(i) Alternatives To The Proposed Action

It is anticipated that there will be great interest and concern for development of the project site and the Alternatives section will provide the opportunity to compare and contrast optional scenarios for the property. The range of alternatives is anticipated to include a No Project Alternative, as required under CEQA, and three additional alternatives. The Alternatives section will conform to both amendments to CEQA Guidelines Section 15126.6 and to recent and applicable court cases. Consultant will provide an analysis that will compare environmental impacts of each alternative for each impact area to the project. As required by the CEQA Guidelines, Consultant will discuss the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the respective alternative. This Alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements. A key element of the Alternatives section will be an impact matrix that will compare the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated (where feasible), accurate comparison of each alternative.

(j) Additional Sections

Consultant will include additional EIR sections to meet CEQA and City requirements including the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography.

(k) Graphic Exhibits

The EIR will include a maximum of 20 exhibits to enhance the written text and clarify the proposed project environmental impacts. Using state-of-the-art computer design equipment and techniques, our in-house graphic design team will create professional quality, black and white or full color exhibits, dividers and covers for the EIR and Appendices. This Task assumes camera-ready base maps will be provided by the City. All exhibits will be 8.5" x 11" in size.

3. Draft EIR

(a) Preliminary Draft EIR

Upon receipt of one consolidated set of comments on the Administrative Draft EIR, Consultant will revise and submit the Preliminary Draft EIR to the City for a second review. If desired by the City, Consultant will provide the Preliminary Draft EIR with all changes highlighted to assist in the review.

(b) Screencheck Draft EIR

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.

(c) Public Notices

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.

- 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.

4. Final Environmental Impact Report

The FEIR will consist of the Comments and Responses section, the Mitigation Monitoring and Reporting Program, and the Errata to the DEIR.

(a) Response To Comments And Errata

Consultant will respond to comments received on the DEIR during the 45-day public review period, and any additional comments raised during public hearings. Consultant will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the DEIR (includes review of hearing transcripts, as required).

The DEIR will be revised in accordance with the comments received during the public review period. To facilitate review by the City, Consultant will format the FEIR with “underlining” for any new/modified text and “strike out” for any text deleted from the DEIR.

(b) Mitigation Monitoring And Reporting Program

To comply with the Public Resources Code Section 21081.6 (AB 32180), Consultant will prepare a Mitigation Monitoring and Reporting Program to be defined through working with the City 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 Project's Mitigation Monitoring and Reporting Program. The Checklist outlines the mitigation measure number as outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is 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.

(c) Final EIR Completion

Upon receipt of one consolidated set of comments on the Administrative Final EIR, Consultant will revise and finalize the document. If desired by the City, Consultant will provide the proofcheck Final EIR with all changes highlighted to assist the final check of the document, prior to printing.

(d) Findings And Statement Of Overriding Considerations

Consultant will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations (SOC) and Findings for City use in the project review process. Consultant will prepare the Findings in accordance with CEQA Guidelines Sections 15091 and 15093 and in a form specified by the City.

Upon receipt of one consolidated set of comments on the Administrative Findings/SOC, Consultant will revise and finalize the document. If desired by the City, Consultant will provide the proofcheck Findings/SOC with all changes highlighted to assist the final check of the document, prior to printing.

5. EIR Project Management And Meetings

(a) EIR Project Management

Mr. Luis Perez, and a designated Task Manager, will be responsible for management and supervision of the EIR Project Team as well as consultation with the City staff. Mr. Perez and the Task Manager will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Consultant will coordinate with state and local agencies regarding this environmental document. Mr. Perez and the designated Task Manager will coordinate with all technical staff, consultants,

support staff and word processing toward the timely completion of the EIR. It is Consultant's goal to serve as an extension of City staff throughout the duration of the EIR project. 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 monthly 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) EIR Meetings And Hearings

Mr. Perez and/or the designated Task Manager will attend specified staff meetings and will represent the Project Team at public hearings and make presentations as necessary. Consultant anticipates several meetings with City staff, including a "kick-off meeting," progress meetings, and hearings. Mr. Perez and/or the Task Manager along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies, and organizations, as needed to identify issues, assess impacts, and define mitigation.

II. Consultant must perform all on-call Services for each individual project in compliance with the following requirements:

- A. Each project shall be initiated by a written request produced by the Contract Officer with a detailed description of the work to be performed, and the time desired for completion. All projects shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of each requested project including a Scope of Services; a Schedule of Compensation that shows the cost to complete the project and an explanation of how the cost was determined; and a Schedule of Performance of the project with a Project Completion Date which shall all collectively be referred to as the "Project Agreement."
- C. Contract Officer shall in writing approve, modify or reject the Project Agreement, and may issue a Notice to Proceed.
- D. The project shall be performed at a cost not exceeding the project's Schedule of Compensation.
- E. Consultant shall complete the project and deliver all deliverables to Contract Officer by the Project Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Periodic progress reports, as specified within each Project Agreement.
- 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. Mr. Luis Perez
 - B. Mr. Greg Chittick

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 3.4, Term, is amended to read as follows:

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 ~~one~~ three (4 3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City shall have the right but not the obligation, in its sole discretion, to extend the Term of this Agreement for up to a maximum of two (2) one-year extended terms (an "Extended Term").

Section 9.4, Integration; Amendment, is amended to read as follows:

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; provided that, a specific scope of work for an individual project may be agreed to in writing by the City Manager on behalf of the City and the Consultant, and appended and incorporated herein as a Project Agreement and fully made a part hereof. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

TASK	TIME	SUB-BUDGET
A. CEQA Exemption	1-2 weeks	\$500
B. Negative Declaration/Mitigated Negative Declaration (including Initial Study)	3-6 months	\$15,000 - \$90,000
C. Environmental Impact Report (including Initial Study)	6-9 months	\$75,000 - \$200,000

II. A detailed Schedule of Compensation will be agreed upon by City and Consultant for each individual project and will be included in the Project Agreement for that project, which once executed will be incorporated herein by reference.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

V. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.4. 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.

VI. The total compensation for the Services shall not exceed \$250,000 annually, and will not exceed \$750,000 in total, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"

The rates specified below are valid for the first year of the on-call agreement. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

FY 2016 Marine Research Specialists Rate Schedule			
Item	Type	Cost	Notes
Principal I/Project Manager	Labor	\$200	
Principal II	Labor	\$190	
Principal III	Labor	\$180	
Senior Engineer/Biologist/Scientist/Planner I	Labor	\$170	
Senior Engineer/Biologist/Scientist/Planner II	Labor	\$160	
Senior Engineer/Biologist/Scientist/Planner III	Labor	\$150	
Engineer/Biologist/Scientist/Planner I	Labor	\$140	
Engineer/Biologist/Scientist/Planner II	Labor	\$130	
Engineer/Biologist/Scientist/Planner III	Labor	\$120	
Editor/Consultant I	Labor	\$110	
Editor/Consultant II	Labor	\$100	
Editor/Consultant III	Labor	\$90	
Specialist I	Labor	\$90	
Specialist II	Labor	\$80	
Specialist III	Labor	\$70	
Other Direct Costs	Actual plus 10% applied to all non-labor costs		
Mileage	Travel	\$0.540	IRS Mileage Rate
B&W Printing	Printing	\$0.025	per page
Color Printing	Printing	\$0.16	per page
Note: An annual escalation applies to the schedule of costs. The annual escalation is the cumulative yearly increase in the December skilled-labor cost listed in the Engineering News-Record 20-City Building Cost Index.			

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services for individual projects on an on-call basis in accordance with the following schedule:**

Task	Estimated Time to Perform	Estimated Rates	Deadline Date
A. CEQA Exemption	1-2 weeks	\$500	TBD by City's Contract Officer
B. Negative Declaration/ Mitigated Negative Declaration (including Initial Study)	3-6 months	\$15k - \$90k	TBD by City's Contract Officer
C. Environmental Impact Report (including Initial Study)	6-9 months	\$75k - \$200k	TBD by City's Contract Officer

- II. A detailed Schedule of Performance will be agreed upon by City and Consultant for each individual project and will be included in the Project Agreement for that project, which once executed will be incorporated herein by reference.**

- III. Consultant shall deliver the following tangible work products to the City for each individual project. The dates by which the tangible work product must be delivered will be articulated in the individual Project Agreement's Schedule of Performance, and once executed will be incorporated herein by reference.**

- A. CEQA Exemption**
 - 1. Notice of Exemption
- B. Negative Declaration**
 - 1. Initial Study
 - 2. Notice of Intent to Adopt a Negative Declaration
 - 3. Notice of Determination
- C. Environmental Impact Report**
 - 1. Notice of Preparation
 - 2. Draft Environmental Impact Report
 - 3. Notice of Completion
 - 4. Notice of Availability
 - 5. Responses to Comments
 - 6. Findings/Overriding Considerations
 - 7. Final Environmental Impact Report
 - 8. Notice of Determination

IV. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.