

Attachment B

PSA with EPD Solutions, Inc. for Preparation of a Subsequent EIR

**PROFESSIONAL SERVICES AGREEMENT
WITH ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC. FOR
ENVIRONMENTAL IMPACT REPORT SERVICES RELATED TO THE NEWPORT
BEACH POLICE HEADQUARTERS RELOCATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 28th day of July, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC., a California corporation ("Consultant" or "EPD"), whose address is 3333 Michelson Drive, Suite 500, Irvine, CA 92612, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to prepare a Supplemental or Subsequent Environmental Impact Report ("EIR") Related to the Newport Beach Police Headquarters Relocation ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 27, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Forty Six Thousand Three Hundred Thirty Dollars and 00/100 (\$346,330.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Konnie Dobрева to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Deputy City Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards

and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any

of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Deputy City Manager
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Konnie Dobрева
Environment Planning Development Solutions, Inc.
3333 Michelson Drive, Suite 500
Irvine, CA 92612

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing,

all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 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 the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: Jul 17, 2026

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: *Jose Montoya*
Jose Montoya (Jul 17, 2026 16:16:34 PDT)
Aaron C. Harp
City Attorney

By: _____
Lauren Kleiman
Mayor

ATTEST:
Date: _____

CONSULTANT: Environment Planning
Development Solutions, Inc., a California
corporation
Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
Jeremy Krout
Chief Executive Officer, Chief Financial
Officer, Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Scope of Work:

- **Task 1:** Project Kick-Off Meeting and Schedule
- **Task 2:** Review of City Documents and Data Collection
- **Task 3:** Technical Studies
- **Task 4:** SB 18 and AB 52 Consultation
- **Task 5:** Initial Study and Supplemental Environmental Impact Report (SEIR)
 - **Task 5.1:** Initial Study
 - **Task 5.2:** Public Notices
 - **Task 5.3:** Scoping Meeting
 - **Task 5.4:** Preparation of Administrative Draft SEIR
 - **Task 5.5:** Preparation of Public Draft SEIR
 - **Task 5.6:** Final SEIR
- **Task 6:** Public Hearing Attendance
- **Task 7:** Project Management and Coordination
- **Task 8:** Site Visit
- **Optional Task 1:** Phase I Environmental Assessment

TASK 1. PROJECT KICK-OFF MEETING AND SCHEDULE

Upon receipt of the signed contract, EPD will facilitate a kickoff meeting with the project team and City staff. EPD will identify the project manager(s) who will participate in the kick-off meeting. During this meeting, EPD will define the project scope, objectives, and key deliverables to ensure alignment among all participants.

Team members will be introduced, and their roles and responsibilities will be clarified. The project timeline, milestones, and dependencies will be reviewed to provide a clear roadmap for the project. Communication protocols, including the frequency of meetings, reporting mechanisms, and escalation procedures, will be established to ensure effective coordination.

Key topics to be discussed during this meeting may include the following:

1. Communication of processes and roles.
2. Refinement to the project schedule.
3. Additional project information needed.
4. Understanding of the existing uses.
5. Obtaining additional detail on the project entitlements, including, but not limited to:
 - a. Preliminary plans and design specifications
 - b. Construction and operational parameters
 - c. Any other pertinent information that would guide the project description.
6. Identifying project objectives.
7. Discussing parameters of any project alternatives/variations the project proponent and City of Newport Beach are considering.

8. Obtaining technical studies completed for the project and discussing the preparation of new technical studies.

After the kick-off meeting, EPD will prepare a refined CEQA schedule and submit it to the City for approval.

Task 1 Deliverables		
Quantity	Format	Description
1	PDF/Word	Refined CEQA Schedule

TASK 2. REVIEW OF CITY DOCUMENTS AND DATA COLLECTION

Task 2.1. Review of City Documents and Data Collection

EPD will conduct a comprehensive review of all publicly available data relevant to the project area, including the applicable General Plan Elements, the Newport Village Planned Community (PC-27) Development Plan, Title 20 (Planning and Zoning) of the Newport Beach Municipal Code, the certified 2009 EIR for the City Hall and Park Development Plan, existing policy documentation, historical data, technical reports, prior approvals, and stakeholder communications to identify any underlying issues. By examining previous project phases and decisions, EPD will gain a thorough understanding of the project's constraints, potential pitfalls, and opportunities. EPD will coordinate with City staff and those of any other relevant agency or agencies for data collection. As an outcome of this task, EPD will identify a list of information and data needed from the City to assist with the completion of this task.

Task 2.2. Project Description

Prior to the initiation of the environmental document, EPD will develop a detailed project description. The project description is a critical first step in the CEQA compliance process. With all available background information, we will prepare a project description to allow for an efficient and well-supported analysis of all environmental issue areas to be studied in the CEQA document.

One of the keys to successful CEQA compliance is a clear definition of the project and its components. The project description must be complete, comprehensive, stable, and finite to analyze the impacts accurately and fully. The project description will describe the potential scope of project improvements, implementation schedule and phasing, infrastructure requirements, construction process, and any offsite improvements required for implementation of the proposed project. EPD will provide a draft of the project description to the project team for review prior to using it in the CEQA document. EPD will make revisions as necessary; one round of revision is assumed.

Task 2 Deliverables		
Quantity	Format	Description
1	PDF/Word	Request for Additional Information (if needed)
1	PDF/Word	Project Description

TASK 3. TECHNICAL STUDIES

Task 3.1. Prepare Transportation Analyses

Task 3.1.1. Vehicle Miles Traveled (VMT) Screening Memo

EPD has reviewed the City's vehicle miles traveled (VMT) screening criteria and believes that the project would meet the Institutional/Government and public service uses VMT screening criteria. If the City agrees with our assessment, the VMT impacts of the project would be considered less than significant and further VMT analysis would not be required. EPD will prepare a technical memorandum evaluating whether the project would be required to prepare a VMT analysis. All of the City's VMT screening criteria will be evaluated in the memo. The memo will be submitted to the City for review and one revision to the memo will be prepared, if necessary, to respond to City comments.

Task 3.1.2. Traffic Impact Analysis (TIA) Scoping Agreement

EPD will prepare a scoping agreement for the City review. The scoping agreement will include the project study area, trip generation table, proposed trip distribution, proposed project study intersections and figures displaying project study area/vicinity map, site plan, project study intersections and proposed project distribution. EPD will work with City staff to obtain approval of the scope of work prior to proceeding with the TIA. During this process, EPD will request a list of planned roadway improvements and cumulative development projects in the project vicinity. In addition, EPD will request signal timing plans for study intersections from the City for use in the existing conditions analysis.

Task 3.1.3. Level of Service (LOS) Analysis

Existing Conditions: EPD will document conditions of the surrounding roadway network including number of travel lanes, traffic control, non-motorized and transit facilities, and existing traffic volumes. EPD will contract with a qualified traffic data collection firm to collect existing traffic volumes at all study area facilities. Existing AM and PM peak hour levels of service (Level of Service) will be calculated using the Intersection Capacity Utilization (ICU). Because the Police Headquarters is an existing land use and the project would simply relocate it within Newport Center, it is anticipated that up to six (6) local intersections and no roadway segments would be included in the study area; an additional budget will be required if the Scoping Agreement approved by the City requires additional intersections or roadway segments. Traffic counts will be charged as an expense.

Project Impact Analysis: Levels of service at the study area facilities will be calculated for the following conditions:

- Existing conditions
- Opening year without project conditions
- Opening year with project conditions

This scope of work includes evaluation of up to 15 cumulative projects. If more than 15 cumulative projects are required to be included, then an additional budget may be required. Levels of service at the study intersections and roadway segments will be calculated for the scenarios identified above. Project-generated impacts will be identified by comparing without- and with-project Levels of Service. The TIA will also evaluate the peak hour traffic signal warrant for any unsignalized intersection(s) that operate with unsatisfactory Level of Service.

Mitigation Measures: If Level of Service deficiencies are identified, EPD will identify mitigation measures that would reduce or offset these impacts. Project fair-share for cumulative impacts will be calculated and identified in the study.

Documentation of Analysis and Findings: A draft TIA will be prepared documenting all analyses, findings, and conclusions. Upon review by the City, EPD will prepare up to two revisions to the TIA and provide the revised TIA for City review.

Task 3.2. Prepare Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment/Analyses

The project is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). This scope assumes two model runs will be completed. One run will model the proposed project's construction and operational-related emissions. The second run will model what was previously analyzed in the 2009 Newport Beach City Hall and Park Development Plan EIR, which will be rerun in the most recent software. The following scope of work serves to meet the City and SCAQMD requirements for preparation of Air Quality, Energy, and GHG Emissions and Health Risk Assessment analyses.

Task 3.2.1. Air Quality Impact Analysis

EPD will complete the following:

1. Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area, and identifying applicable rules, plans and thresholds of significance.
2. Identify construction-related air quality impacts from associated construction activities at the project site, which may include demolition, import or export of fill dirt, mass grading, construction, paving, concrete pouring, etc.
3. Evaluate operational emissions for the proposed project, based upon trip generation projections provided as part of the traffic analysis. In addition, emissions from other operational sources such as heaters, generators, fire pumps, air conditioners, water heaters, consumer products, and lawn care equipment will also be considered.
4. Perform a screening-level Construction and Operational Localized Significance Threshold (LST) analysis as recommended by the SCAQMD. The SCAQMD's LST "look-up" tables will be utilized and therefore no dispersion modeling is anticipated. If for some reason dispersion modeling is required, a separate proposal will be provided to address the extra work effort.
5. Evaluate potential odor impacts resulting from the proposed project. Identify applicable mitigation measures and regulatory requirements that the project must comply with to minimize odors. For the purposes of this evaluation, a qualitative assessment of odors and odor controls is expected.
6. Qualitatively discuss cumulative impacts within the context of planned and foreseeable projects for short-term construction and long-term operational activity.
7. Identify and recommend mitigation measures that are feasible to implement and that will reduce any potential impacts to the maximum extent feasible. Prepare an Air Quality Impact Analysis report that incorporates the findings and all supporting calculations.
8. Revise the Air Quality Impact Analysis report based on comments provided by the City for up to one review cycle.

Task 3.2.2. Energy Demand Calculations

EPD will analyze the energy demand of the project pursuant to these tasks.

1. Quantify construction energy consumption from the proposed project (equipment and vehicles).

2. Quantify direct and indirect electricity energy consumption from the proposed project.
3. Quantify natural gas energy consumption from the proposed project.
4. Identify transportation fuels supply, demand, consumption, and infrastructure associated with on-going operations.
5. Provide summary tables in excel and PDF format for inclusion in the CEQA document.

Task 3.2.3. Greenhouse Gas Emissions Analysis

EPD will complete the following:

1. Evaluate applicable federal and State regulatory requirements (i.e., AB 32, Air Quality District, California Air Resources Board (CARB) thresholds). Qualitatively discuss the effects of Greenhouse Gas (GHG) emissions on regional air quality.
2. Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Data available from the project team and technical air quality analysis will be utilized in characterizing GHG-generating activities.
3. Evaluate increase in applicable GHG emissions associated with long-term mobile source activity. Data available from the technical air quality analysis as well as the technical traffic analysis will also likely be utilized in calculating the emissions inventory.
4. The emissions evaluation for short-term construction, long-term mobile source, and long-term stationary source activity will consider project design and mitigation measures that have the potential to reduce GHG emissions.
5. Evaluate project significance based on the latest guidance from the California Attorney General's Office, the Governor's Office of Land Use and Climate Innovation (LCI) (formerly known as the Office of Planning and Research [OPR]), the Air Quality District, and CARB.
6. Prepare a GHG Emissions Analysis report documenting the results of the study. The report will summarize the results of the previous work tasks and define appropriate and feasible mitigation packages to address any significant impacts related to climate change found in the analysis.
7. Revise the GHG Emissions Analysis report based on comments provided by the City for up to one review cycle.

Task 3.2.4. Health Risk Assessment (HRA)

Construction of the project would utilize heavy duty construction equipment which would generate diesel particulate matter; therefore, a Health Risk Assessment (HRA) would need to be prepared for the project. This is consistent with recent comment letters from the CARB on other development projects. EPD will complete a construction HRA using the current version of AERMOD. The following scope of work outlines the requirements of the Construction HRA:

1. Source Identification: Identify sources of Toxic Air Contaminants that would be generated during construction of the project. This includes heavy-duty diesel trucks and construction equipment. Duration of construction will also be identified and evaluated in the Construction HRA.
2. Source Characterization: Determine contaminant release rates and characteristics using EPA and CARB guidance.

3. Estimate Ambient Air Concentrations: Using USEPA's AERMOD model per SCAQMD requirements, quantify ground-level concentrations of diesel particulate emissions generated by construction activities.
4. Perform a screening-level qualitative analysis of the health risks associated with the fueling station.
5. Summarize the results in a memorandum and discuss any required mitigation that would need to be implemented to minimize or reduce impacts from project construction to a less than significant level for purposes of CEQA. One round of review and revision of the HRA is assumed based on comments from the Lead Agency and/or Client comments.

Task 3.3. Aesthetic Impact Assessment

An Aesthetic Impact Assessment (AIA) and visual simulations will be prepared for the project. The AIA will objectively illustrate the future visual conditions associated with the project and provide the City and public with a clear, accurate understanding of the project's visual impacts throughout the planning and approval process.

The AIA will analyze the project from up to five (5) ground-level viewpoints in the project vicinity, with specific viewpoints to be determined in coordination with City staff prior to any field work, GPS coordination, or digital photography. Viewpoints will capture key vantage points surrounding the Civic Center Campus, prioritizing both public and private perspectives where relevant, including views from MacArthur Boulevard, Avocado Avenue, and the adjacent Civic Center Park and library areas.

The analysis will include a visual contrast analysis consistent with standard visual impact methodology, analyzing existing conditions, future conditions without the project, and future conditions with the project. The AIA will also include a CEQA threshold analysis identifying the significance of visual impacts relative to each applicable CEQA threshold under the Aesthetics topic area. Accurate architectural and engineering data, including grading plans, topographic information, and landscape plan drawings in CAD format, will be supplied by the City and/or the design consultant. This scope assumes one consolidated round of review from the City. In the event that changes to the agreed-upon viewpoints are requested after field work has commenced, a change order would be required to accommodate the additional scope of work.

Task 3.4. Noise and Vibration Analysis

EPD's noise specialist will complete a Noise and Vibration Impact Analysis encompassing the following subtasks.

Existing Conditions

1. Identify and review applicable federal, State, and local noise regulations, including the CityCityCity's Noise Element and Municipal Code, to determine appropriate noise standards and significance thresholds/criteria.
2. Assess the project study area to identify noise-sensitive receptors and the sources and locations of potential noise generators, which will guide the selection of noise monitoring sites.
3. Conduct up to four 15-minute short-term and up to one 24-hour long-term ambient noise level measurements in the project study area to quantify the existing noise environment. If the City requires more, an amendment would be required. If the City requires more, an amendment would be required. Ensure all noise measurement equipment complies with the

American National Standards Institute (ANSI) Type 1 standard specifications and IEC Class 1 for sound level meters (ANSI S1.11-2004/IEC61672-1:2013). Collect noise level data in accordance with the criteria outlined in the Municipal Code.

Offsite Traffic Noise Analysis

1. Identify off-site average daily traffic volumes and corresponding noise levels for existing, opening year, and long-term conditions based on the project's traffic analysis. Calculate the 70, 65, and 60 dBA CNEL noise level contour boundaries for baseline (existing) conditions, opening year, and future scenarios.
2. Assess future project contributions by comparing noise contours for the proposed project under "with" and "without" project scenarios on the study area roadways. Determine whether the project will result in significant noise impacts on any analyzed roadway segments.

Operational Noise Analysis

1. Collect reference noise level measurements to represent the expected impacts of stationary sources and mobile sources associated with the proposed project land uses on-site.
2. Evaluate the potential noise impacts from stationary sources during the operation of the proposed project and recommend mitigation measures to minimize noise impacts on nearby noise-sensitive receptors.
3. Assess the operational noise impacts on nearby noise-sensitive receptors. This analysis will include a map illustrating the relationship between noise sources and surrounding receptors, considering distance and existing noise barriers.
4. Identify potential noise abatement measures to ensure compliance with applicable jurisdictional noise criteria at sensitive receiver locations.
5. Employ either the FHWA RD-77-108 or CadnaA noise prediction models, along with previously obtained reference noise measurements, to calculate onsite noise impacts on nearby areas. Compare the results to the jurisdiction's stationary noise standards and propose feasible mitigation measures if exceedances are identified, to reduce noise impacts to less than significant levels.
6. Prepare a comprehensive noise and vibration impact analysis documenting the study results and providing responses to each noise-related CEQA checklist question.

Construction Analysis

1. Collaborate with the project team and refer to the Air Quality study to identify the mix, quantity, and duration of planned construction activities.
2. Evaluate potential noise impacts from temporary construction activities at the project site, using reference noise level measurements from similar activities.
3. Provide a comprehensive noise impact and vibration analysis for temporary construction activities, estimating the impacts on nearby noise-sensitive uses. This analysis will assess construction noise levels by phase at each surrounding noise-sensitive receiver location, considering distance and existing noise barriers.
4. Recommend appropriate mitigation and abatement measures to ensure that noise and vibration impacts comply with jurisdictional criteria and established CEQA significance thresholds.

Noise and Vibration Impact Analysis Report

1. Summarize the findings in a Noise and Vibration Impact Analysis report, addressing potential impacts associated with the project and recommending appropriate mitigation measures to reduce impacts to less than significant levels.
2. Revise the Noise and Vibration Impact Analysis report based on feedback from the client and/or jurisdiction staff, accommodating one review cycle.
3. Submit the Noise and Vibration Impact Analysis to the City for review, incorporating agency comments as necessary. One round of review is assumed.

Task 3.5. Technical Services Project Management

EPD will provide overall management and coordination of technical studies (e.g., traffic, air quality/greenhouse gas, and noise) to support the CEQA document. This effort also includes internal project controls and support activities necessary to manage and integrate the technical work, including: internal coordination among EPD disciplines and subconsultants; internal quality assurance/quality control (QA/QC) reviews of technical deliverables for consistency, completeness, and CEQA defensibility; senior staff consultation and technical oversight; schedule and budget tracking; meeting preparation and follow-up (agendas, action items, and decision documentation); and reconciliation of technical study inputs to ensure consistency across all deliverables and the CEQA document.

Meeting support and participation are also provided under this task, including attendance at regularly scheduled meetings and ad hoc meetings related to technical scopes of work and issue resolution. This assumes 16 hours of senior staff effort and 16 hours of project staff effort. If the level of agency coordination, technical issue resolution, or review cycles exceeds these assumptions, additional services would be performed only with client authorization and may require a budget amendment.

Task 3.6. Site Specific Technical Studies

Task 3.6.1. Archaeological/Paleontological Resources Analyses

Cultural Resources Background Research – The cultural specialist will conduct a cultural resources records search of the project area as well as a one-mile radius around the project area. The project specialist will obtain copies of records for resources and previous studies that intersect the project area, and prior investigations that have occurred within the project area. Bibliographic information will be provided for all sites/prior studies that exist within a one-mile radius of the project area.

Native American Background Research – The project specialist will contact the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands File and for a list of culturally affiliated tribes and interested parties in the general region of the project. The project specialist will send information-gathering letters to each of the individuals and groups on the list. If we do not receive a response from any given party, we will make two follow-up attempts by using the information provided by NAHC. The results of our outreach efforts will also be included in the technical report.

Paleontological Resources Records Search – The project specialist will request a paleontological records search from the South Central Coastal Information Center at California State University Fullerton. Staff will project the project area onto the highest resolution maps available for the region, review the results of the records search of the project area.

Cultural and Paleontological Site Visit – The project specialist will perform a pedestrian field survey of the site to identify cultural and/or paleontological resources that may be visible on the surface. The

project specialist will also examine surface sediment to contribute to our understanding of the paleontological sensitivity of the project area. This work will be conducted by a Qualified Archaeologist and Cross-Trained Paleontologist.

Cultural and Paleontological Resources Technical Report – One combined technical report that addresses both disciplines will be prepared. The report will include a project description, brief culture history/paleontological context of the area, maps of the proposed project, methods, and results. The project specialist will include the cultural and paleontological records search results and Native American consultation and background research as appendices to the reports. This scope assumes that electronic submittal of the reports will suffice. One round of review and revision of the report is assumed based on comments from the City.

Task 3.7. Biological Studies

Task 3.7.1. General Biological Resources Assessment

Literature Review - The biologist will review all technical survey reports previously prepared for the proposed project and other data from the general vicinity to determine the extent of natural habitats occurring on the site and if special-status biological resources are likely to occur on or within the general vicinity of the proposed project site. An updated database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding sensitive biological resources known to occur in the region and project vicinity will also be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system, and historic/current aerial photographs, as appropriate, to define the habitat requirements for special-status species potentially occurring on-site. Literature detailing existing wildlife movement corridors and linkages will be reviewed to determine if the proposed project is located within any local or regional wildlife movement corridors.

The project biologist will review the Jurisdictional Delineation prepared for the project and verify the presence of jurisdictional waters by examining historical and current aerial imagery. The USFWS National Wetland Inventory and Environmental Protection Agency (EPA) Water Program “My Waters” data layers will also be reviewed to determine whether any hydrologic features and wetland areas had been documented in the project vicinity. Similarly, the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Web Soil Survey will be used to identify any hydric soils.

Field Investigation - Following the literature review, a qualified biologist will systematically survey the project site to document baseline conditions and evaluate vegetation/habitat types, plant and animal species, jurisdictional waters, potential for state and federal listed species, potential for wildlife corridors, and surrounding uses. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for its ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project. The habitat assessment does not include focused surveys.

Biological Resources Technical Report - A Biological Resources Technical Report will be prepared to summarize the results from the literature review and field investigation. The report will document all plant

and wildlife species observed, all habitats occurring onsite, the site's potential to support any special-status species, and any jurisdictional waters and/or wetland features, including riparian habitat on the project site. The report will include a map of the plant communities and jurisdictional areas occurring on-site, and their respective acreages. The report will also incorporate the findings of previous biological studies prepared for the project.

Further, the report will include a brief analysis of the potential project impacts on biological resources (i.e., special-status species, riparian habitat, jurisdictional waters and/or wetlands), if any, and will describe wildlife movement opportunities in the region and local wildlife movement through the area, suggestions for further studies that may be needed prior to development, mitigation measures, and permit requirements, if applicable. The final report will be sufficient to make the appropriate consistency determination and satisfy the requirements of CEQA.

Task 3.7.2. Regulatory Permitting Support (Optional / If Needed Task 2)

Should the Jurisdictional Delineation prepared for the project determine that the site contains waters of the United States, waters of the State, and CDFW jurisdictional areas, regulatory permits may be required. Impacts to waters of the United States, waters of the State, and CDFW jurisdictional areas would require a Clean Water Act Section 404 permit from the USACE, an RWQCB Section 401 Water Quality Certification or Waste Discharge Requirements, and a CDFW Section 1602 Streambed Alteration Agreement, respectively. EPD will prepare the required application packages for submittal to the respective wildlife agencies. The cost for this task assumes that impacts to waters of the United States can be authorized under a USACE nationwide permit. If an Individual Permit is required, a separate scope and cost may be required. Please Note: Obtaining regulatory permits from the wildlife agencies is expected to take between 9 to 12 months. This process can take longer, especially since a mitigation strategy is needed for this project. Our strategy is to coordinate with the agencies frequently to keep agency staff processing the permits in a timely manner. This task also includes coordination and/or meetings with regulatory staff, and meetings with the project team as needed.

TASK 4. AB 52 / SB 18 CONSULTATION

Task 4.1.1. Tribal Consultation

EPD will support the City in completing the Native American consultation process. As the Lead Agency, the City holds the responsibility for initiating the Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18) processes. EPD will provide assistance by contacting the Native American Heritage Commission and local tribes, requesting the Sacred Land File search on behalf of the City, and preparing templates and/or drafting AB 52/ SB 18 notification letters for the City's review and approval. EPD will manage the preparation and distribution of all mailings and will attend any Native American consultations upon the City's request.

Task 4 Deliverables		
Quantity	Format	Description
1	PDF/Word	Tribal Consultation Notifications

TASK 5. INITIAL STUDY AND SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (SEIR)

The following subtasks will be performed in support of an SEIR.

Task 5.1	Initial Study
Task 5.2	Public Notices
Task 5.3	Scoping Meeting
Task 5.4	Preparation of Administrative Draft SEIR
Task 5.5	Preparation of Public Draft SEIR
Task 5.6	Final SEIR

Task 5.1. Initial Study (IS)

EPD will prepare an Initial Study (IS) for the project to meet CEQA requirements. We will use the City's environmental checklist to evaluate potential impacts or, if unavailable, the checklist from Appendix G of the CEQA Guidelines. To streamline the analysis, EPD will focus the document on resource areas requiring mitigation, leveraging technical studies to support this effort. Wherever possible, standard conditions of approval and existing plans, policies, and programs will be utilized to address potential impacts, minimizing the need for project-specific mitigation measures.

Although the IS will address each of the environmental topics in the CEQA Guidelines, the following environmental topic areas are anticipated to be screened out in the IS and addressed under an "Effects Found Not Significant" section, rather than requiring full analysis in the SEIR:

- **Agriculture and Forestry Resources.** The site is located in a fully urbanized area with no agricultural land use or Williamson Act contracts;
- **Mineral Resources.** The site is not identified as a locally important mineral resource recovery site;
- **Population and Housing.** The project involves a public facility and would not induce population growth, displace housing, or require relocation of residents
- **Recreation.** The project does not include recreational facilities and would not result in substantial physical deterioration of any park; and
- **Wildfire.** The site is not located within or adjacent to a State Responsibility Area or Very High Fire Hazard Severity Zone.

Task 5.2. Public Notices

Notice of Preparation

EPD will prepare a Notice of Preparation (NOP) consistent with Section 15082 of the CEQA Guidelines. EPD will then provide the NOP for City of Newport Beach review, including all required text and graphics. EPD will coordinate document distribution, including a submittal to the State Clearinghouse and County Clerk. EPD assumes that the City of Newport Beach will provide a mailing list of all interested parties to receive the document, pursuant to the City of Newport Beach's public noticing requirements. Distribution will be per CEQA requirements and via U.S. mail. In addition, EPD can post the NOP onsite or in the local newspaper, if the City requests.

Notice of Availability & Notice of Completion

With release of the Draft SEIR, EPD will prepare and submit a Notice of Completion (NOC) to the State Clearinghouse. A Notice of Availability (NOA) will also be prepared. Upon City of Newport Beach approval, EPD will coordinate the submission of the Draft EIR, NOA, and the NOC to the State Clearinghouse and the NOA to the County clerk. In addition, EPD can post the NOA onsite or in the local newspaper, if the City requests.

Notice of Determination

Within 5 days of the Final SEIR certification and project approval, EPD will prepare and file a Notice of Determination (NOD) with the applicant-provided filing fee with the Orange County Clerk. The NOD will use the City's standard form. In addition, EPD will post the NOD to the State Clearinghouse on behalf of the City.

Task 5.3. Scoping Meeting

Issuance of the NOP begins a 30-day review period. During this period, EPD and the City of Newport Beach will coordinate to schedule a Scoping Meeting to accept public comments. EPD has extensive experience with controversial community meetings and workshops, as well as in-house expertise in community engagement. EPD staff will attend the Scoping Meeting and, at the City's discretion, either lead the presentation or provide materials in support of a City staff-led presentation. EPD will also develop various handouts and a PowerPoint presentation for the Scoping Meeting, as well as coordinate with the City for review of the handouts and PowerPoint presentation prior to the meeting date. The Scoping Meeting presentation will be focused exclusively on the environmental aspects of the project and will not address public policy or entitlement issues related to the project.

Task 5.4. Preparation of Administrative Draft SEIR

EPD will prepare an Administrative Draft SEIR for review by the project team and City staff. EPD 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 during the Initial Study process as well as responses to the NOP will also be evaluated. The analyses will be based upon readily available data, results from additional research, and an assessment of existing technical data.

The Administrative Draft SEIR will include all CEQA-required sections based on the findings of the Initial Study. This approach could allow the project schedule to be expedited. The Administrative Draft SEIR will focus on key environmental issues and identify why some environmental issues were "scoped out" by the Initial Study. As described above, refinements to the specific work program for addressing environmental issue areas will be developed in coordination with the project team and City staff.

The methodology and criteria used for determining the significance of project impacts will be clearly described in the SEIR, including any assumptions, models, or modeling techniques used in the analysis. Each impact will be assigned a level of significance, less than significant, potentially significant, or significant and unavoidable, and numbered consistent with standard City practices, as will the corresponding mitigation measures. Where standard conditions of approval or existing policies are sufficient to reduce impacts to a less than significant level, they will be identified as such. Where they are not, practicable, project-specific mitigation measures will be formulated and the extent to which they reduce the level of significance will be identified. Cross-references will be provided where necessary, and

conclusions regarding the availability and feasibility of mitigation will be drawn at the end of each impact section. Exhibits and graphics will be used throughout the document to describe, evaluate, and analyze relevant information.

The following is an outline of the sections which would be included in the SEIR:

- **Chapter 1: Executive Summary.** This section includes a summary of the pertinent project issues and briefly describes the impacts and mitigation measures. The executive summary will also include a brief description of the alternatives to the proposed project. A summary table will be provided consisting of a matrix of impacts and corresponding mitigation measures, including levels of significance of impacts before and after mitigation.
- **Chapter 2: Introduction.** This section provides a discussion of the purpose and authority of the SEIR, organization of the document, identification of the City as the lead agency and any responsible and trustee agencies, and other general information on the project.
- **Chapter 3: Project Description.** This section includes regional and vicinity location maps, a description of ownership, jurisdictional boundaries, a detailed description of existing and proposed site facilities and equipment, project phasing, a discussion of required entitlements, and an overview of cumulative impacts. A statement of project objectives will be prepared by EPD and included in the Project Description. Project objectives will be included that identify the purpose of the proposed project.
- **Chapter 4: Environmental Setting, Impacts, and Mitigation Measures.** This section includes an overview of the general setting of the environment in the vicinity of the project site and identifies the related projects used in the cumulative impact analysis. The impacts and mitigation measures part of this chapter includes an analysis of the topical environmental issue areas. For each significant adverse impact that remains, CEQA requires that an SEIR discuss feasible mitigation measures to avoid or substantially reduce the project's significant adverse environmental effect.

Each environmental issue will include the following sub-sections:

- Introduction identifying the primary documents used in the preparation of the section and any other pertinent information.
- Existing Conditions section identifying and describing the existing physical environmental conditions that constitute the baseline physical conditions. The baseline assists in determining the significance of an impact.
- Areas of Controversy identifying any issues raised by agencies or the public during the scoping process or NOP comment period that require specific attention in the analysis.
- Thresholds of Significance, as adopted by the City.
- Project Impacts describing environmental changes to the existing physical conditions that may occur if the proposed project is implemented and evaluating these changes with respect to the thresholds of significance. In addition, this section would include any Project Design Features proposed to reduce potentially significant impacts.
- Cumulative Impacts describing the potential changes in the environmental conditions that result from the incremental impact of the proposed project added to closely related past, present, and probable future projects.

- Mitigation Measures, which are those specific measures that may be required of the project by the Lead Agency to: 1) avoid an impact; 2) minimize an impact; 3) rectify an impact by restoration; 4) reduce or eliminate an impact over time by preservation and maintenance operations; or 5) compensate for the impact by replacing or providing substitute resources.
 - Level of Significance after Mitigation describing the level of impact significance remaining after mitigation measures have been implemented.
- **Chapter 5: Consequences of Project Implementation.** This section summarizes those environmental effects that are found to be less-than-significant and those which are deemed significant and unavoidable. This section also includes other SEIR sections mandated by CEQA, including a discussion of irreversible impacts, significant cumulative impacts, and growth inducement resulting from the project.
- **Chapter 6: Alternatives.** This section analyzes a reasonable range of alternatives that meet the project objectives; are feasible on an economic, legal, and regulatory basis; and would avoid or substantially lessen at least one significant impact of the project. EPD will analyze three project alternatives, including the required “No Project” alternative. These alternatives would be developed as part of the preparation of the Administrative Draft SEIR. The Administrative Draft SEIR will include a discussion of the environmental impacts associated with each alternative and compare the impacts with those identified for the proposed project. In addition, a summary matrix that presents and contrasts the environmental effects of each alternative as compared to the proposed project will be prepared.
- **Chapter 7: Organizations and Persons Consulted.** This section lists the organizations and persons consulted during the preparation of the SEIR.
- **Chapter 8: List of Preparers.** This section lists the individuals who contributed to the preparation of the SEIR.
- **Chapter 9: Bibliography.** This section will include a list of the references cited in the body of the SEIR, organized by chapter.
- **Technical Appendix.** The technical appendix will include the IS/NOP and the technical studies used in the preparation of the SEIR. This may be included as a separate volume.

One review is anticipated by the City of the Administrative Draft SEIR. EPD will incorporate comments from the City and the City’s counsel into the Administrative Draft EIR. All changes will be in redline format to allow for easy tracking of updates.

Subsequent to the City’s review of the Administrative Draft SEIR, the EPD team will prepare a Revised Administrative Draft SEIR and submit it to the City for review. This scope of work assumes that the City will provide one set of consolidated comments to EPD in underline/strike-through format to allow for easy tracking of updates.

Task 5.5. Preparation of Draft SEIR

EPD will incorporate modifications to the Revised Administrative Draft SEIR based on the specific comments received from the City and prepare a Draft SEIR for public review. Exhibits and graphics will be used to describe, evaluate, and analyze information within the document. Included as appendices to the Draft SEIR will be the NOP, comments received on the NOP, technical studies prepared for the project, and any necessary text changes to plans or ordinances.

Prior to release, EPD will submit to the City a PDF of the “print-ready” Draft SEIR for final review and comment. Minimal comments are expected at this stage. Hard copies of the SEIR, as well as CDs of the technical appendices will be distributed as needed. EPD will coordinate with the City to determine the number of printed copies necessary; however, no more than five or six printed copies are anticipated.

Task 5.6. Final SEIR

Task 5.6.1. Final SEIR and Response to Comments

EPD will respond to comments received on the Draft SEIR during the 45-day public review period. EPD will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. Regular communication will occur with City staff to ensure that responses are accurate and thorough. As appropriate, “global responses” will be prepared and placed near the front of the responses to comments. These global responses will reduce the need to duplicate responses to repetitive comments. Once the comment period has closed, EPD will finalize the Responses to Comments section and submit an Administrative Draft to the City for review.

The estimated budget is based on professional staff hours, not the number of individual comments. This Scope of Work estimates that **70 hours** of professional staff time would be sufficient to respond to the number of comments anticipated based on the existing uses and our experience in the area. Modification to the scope of work, budget, and time frame may be necessary if excessive comments received from agencies, or the public require substantially more time and/or research. Should this situation become apparent, we will discuss this concern with the City and shall seek and obtain written approval before such costs are incurred. Regular communication will occur with City of Newport Beach staff to ensure that responses are accurate and thorough.

This proposal assumes that comments received will not raise issues that were not addressed in the Draft SEIR and that no new or additional modeling, technical studies or surveys will be required to complete adequate responses. Should this not be the case, the EPD team will initiate discussion immediately with the City to receive directions about conducting this extra work.

Task 5.6.2. Final SEIR

This task will include the completion of any required minor revisions and/or errata to the Draft SEIR and technical studies based on comments received during public circulation. Revisions will be completed with clear strikeout and underline revisions and included in an errata section of the Final SEIR. One round of review of the Final SEIR is assumed, with separate comments from the City, and the applicant if appropriate.

Based on comments to the Administrative Draft Responses to Comments, EPD will finalize the Responses to Comments section, including revisions to the Draft SEIR. The Final SEIR and Responses to Comments will be distributed to all parties who submitted comments; each party will receive a notice with an electronic link to the Final SEIR document posted on the City of Newport Beach’s website. The Final SEIR

must be released at least 10 days prior to certification of the EIR; however, EPD suggests that the Final SEIR be released at least 10 days prior to the first public hearing on the project.

Task 5.6.3. Findings of Fact and Statement of Overriding Considerations

In accordance with Sections 15091 and 15093 of the State CEQA Guidelines, the EPD team in collaboration with the City and the City Counsel will draft the Findings of Fact for the proposed project, if deemed necessary. The EPD team will use a Findings of Fact format approved by the City and will submit the draft prior to Planning Commission meetings. EPD will submit the Draft Findings for City review and will respond to one (1) consolidated set of City comments.

A Statement of Overriding Considerations will be drafted in collaboration with the City of Newport Beach and the City of Newport Beach's Counsel if the Final EIR identifies significant, unavoidable impacts that the City of Newport Beach determines would be acceptable considering the overall benefits of the project. The EPD team will use a Statement of Overriding Considerations format approved by the City of Newport Beach and will submit the draft prior to the Planning Commission hearing on the Final EIR. EPD will submit the Draft Statement of Overriding Considerations for City review and will respond to one (1) consolidated set of project team comments.

Task 5.6.4. Mitigation Monitoring and Reporting Program (MMRP)

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the time at which each measure will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. A draft MMRP will be prepared for consideration by the Planning Commission so that any comments they may have concerning the MMRP can be incorporated into the Final SEIR that is prepared for City Council certification.

Task 5 Deliverables		
Quantity	Format	Description
1	PDF/Word	Admin Draft SEIR
1	PDF/Word	Revised Admin SEIR
1	PDF/Word	Public Review SEIR
1	PDF	NOC Submittal to State Clearinghouse (for EIR)
TBD	Print	Public Review SEIR
1	Print	Newspaper NOA (EIR)
TBD	Print	Radius NOA Mailings (for EIR)
TBD	Print	Agency NOA Mailings (for EIR)
1	Print	County Clerk NOA Filing (for EIR)
1	PDF/Word	Draft Final SEIR
1	PDF/Word	Final SEIR
1	Print	Final SEIR (if requested)
1	PDF/Word	NOD
1	Print	County Clerk NOD Filing
1	PDF/Word	State Clearinghouse NOD Filing

TASK 6. PUBLIC HEARING ATTENDANCE

EPD will attend public hearings held for the proposed Project. These hearings are anticipated to include one (1) Planning Commission hearing and one (1) City Council hearing. This also includes attendance at one Airport Land Use Commission (ALUC) hearing, if required. The EPD Project Manager will be prepared to answer technical questions related to the SEIR and relevant comments on the CEQA Document raised during the public hearing meetings. Technical analysis specialists are expected to also be in attendance, as included in the budget. The budget for this task includes approximately 5 hours, which includes hearing attendance, pre-hearing City meetings, and preparation performed by support staff, for the Project Manager and technical specialists for each hearing.

TASK 7. PROJECT MANAGEMENT AND COORDINATION

Project Management and Coordination. EPD's CEQA project manager will coordinate closely with the project team and City staff to ensure that the CEQA document and associated documents delivered to the City are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with City staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

The project manager will be the key contact for the project team and City, and will be responsible for managing (1) CEQA document task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team and City staff to ensure that their policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA document; and (4) ensuring that the environmental review process and the CEQA document satisfy the statutes and guidelines of CEQA and CEQA procedures.

This scope of work assumes ongoing project management at an estimated 1 hour/week for the Project Manager and 1 hour/month for the principal-in-charge for the duration of the schedule as estimated in this proposal, excluding public review periods.

Meetings. To effectively manage the costs of the project, EPD will attend half-hour bi-weekly conference calls (briefings) to update the project team and City of Newport Beach on upcoming deliverables and discuss any potential issues that may impact the scope of work for the approximately 12-month duration of the project. EPD will draft agendas in advance of these meetings and deliver minutes via email to the entire project team. The minutes will identify action items and the responsible party to implement said action item. In addition to standing meetings, EPD will be available to the City staff to answer questions, address concerns, or to clarify issues as they arise. If the CEQA schedule extends beyond 12 months, an additional budget will likely be required.

TASK 8. SITE VISIT

EPD will coordinate with the City for a minimum of one (1) site visit. EPD's offices are within a few minutes of the project site, allowing us to easily accommodate additional meetings on the site if the need arises.

OPTIONAL TASK 1. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT (OPTIONAL TASK 1)

A Phase I Environmental Site Assessment will be prepared in accordance with ASTM Standard E 1527-13. This will include a property inspection, interviews with owners/occupants, research of standard historic and regulatory records, and the preparation of a report detailing the findings. The scope of work excludes a title search, environmental lien search, or search for recorded Activity and Use Limitations.

PROPOSED SCHEDULE

#	Task	Start	End	Dur.	Responsibility
PROJECT INITIATION					
1	Project Kickoff & Site Visit ★	Week 1	Week 1	1d	Milestone
2	City Document Review & Data Collection	Week 1	Week 4	4w	EPD
3	Project Description	Week 1	Week 3	2w	EPD
AB 52 / SB 18 TRIBAL CONSULTATION					
4	AB 52 / SB 18 Notification Letters	Week 1	Week 2	1w	EPD
5	Tribal Consultation Period ★	Week 2	Week 14	90 days	City
INITIAL STUDY / NOTICE OF PREPARATION (IS/NOP)					
6	Prepare Administrative Draft Initial Study	Week 2	Week 6	4w	EPD
7	City Review of Initial Study ★	Week 6	Week 8	2w	City
8	NOP Revisions & Proofcheck	Week 8	Week 9	1w	EPD
9	Release of IS/NOP & Notice of Completion ★	Week 9	Week 9	—	Milestone
10	30-Day Public Review Period ★	Week 9	Week 13	30d	Public
11	Scoping Meeting	Week 11	Week 11	1d	EPD
TECHNICAL STUDIES (CONCURRENT WITH IS/NOP)					
12	VMT Screening Memo	Week 1	Week 4	~3w	EPD
13	TIA Scoping Agreement Preparation	Week 1	Week 3	2w	EPD
14	TIA Scoping — City Review & Approval ★	Week 3	Week 5	2w	City
15	LOS / TIA Preparation	Week 5	Week 11	6w	EPD
16	TIA — City Review, Revisions & Approval ★	Week 11	Week 19	~8w	City
17	Air Quality / GHG / Energy / HRA	Week 1	Week 8	~7w	EPD
18	Aesthetic Impact Assessment & Visual Simulations	Week 1	Week 8	~7w	EPD
19	Noise & Vibration Analysis	Week 5	Week 13	~8w	EPD
20	Archaeological / Paleontological Assessment	Week 1	Week 8	~7w	EPD
21	Biological Resources Assessment	Week 1	Week 8	7w	EPD
22	Jurisdictional Delineation	Week 1	Week 8	7w	EPD
ADMINISTRATIVE DRAFT SEIR					
23	1st Admin Draft SEIR — Preparation ★	Month 4	Month 5	5w	EPD
24	City Review — 1st Admin Draft SEIR ★	Month 5	Month 6	4w	City
25	Revised Admin Draft SEIR	Month 6	Month 6.5	2w	EPD
26	City Review — Revised Admin Draft SEIR ★	Month 6.5	Month 7	2w	City
PUBLIC DRAFT SEIR					
27	Preparation of Public Draft SEIR	Month 7	Month 7.5	2w	EPD

28	City Review & Buyoff — Public Draft SEIR ★	Month 7.5	Month 8	2w	City
29	NOA / NOC Filed with SCH ★	Month 8	Month 8	—	Milestone
30	45-Day Public Review Period ★	Month 8	Month 9.5	45d	Public
FINAL SEIR / RESPONSES TO COMMENTS					
31	Prepare Admin Draft RTCs & SEIR Revisions	Month 9.5	Month 10.5	3.5w	EPD
32	City Review — RTCs (1st) ★	Month 10.5	Month 11	2w	City
33	Updates to RTCs & SEIR Revisions	Month 11	Month 11.5	2w	EPD
34	City Review — RTCs (2nd) ★	Month 11.5	Month 12	2w	City
FINDINGS, MMRP & HEARINGS					
35	Findings of Fact / SOC / MMRP — Preparation	Month 11	Month 12	3w	EPD
36	Hearing Notice & Release of Final SEIR ★	Month 12	Month 12	—	Milestone
37	Planning Commission Hearing ★	Month 12.5	Month 12.5	1d	Hearing
38	City Council Hearing ★	Month 13	Month 13	1d	Hearing
39	File Notice of Determination (NOD)	Month 13	Month 13	5d	EPD
40	Statute of Limitations Expires ★	Month 13	Month 14	30d	Milestone

EXHIBIT B

SCHEDULE OF BILLING RATES

**PROPOSED PRICING FOR THE PREPARATION OF A SUPPLEMENTAL ENVIRONMENTAL
IMPACT REPORT**

TASKS	COST
Task 1: Project Kick-Off Meeting and Schedule	\$ 2,655
Task 2: Review of City Documents and Data Collection	\$ 7,610
Task 3: Technical Studies	\$ 120,855
Task 4: AB 52/SB 18 Consultation	\$ 2,880
Task 5: Initial Study and Supplemental Environmental Impact Report (SEIR)	\$ 162,060
Task 6: Public Hearing Attendance	\$ 8,790
Task 7: Project Management and Coordination	\$ 20,300
Task 8: Site Visit	\$ 1,735
Total Cost	\$ 326,885
Optional Task 1: (Phase I Environmental Assessment)	\$ 4,065
Optional Task 2: Task 2: Regulatory Permitting	\$ 15,380
Total Cost (Including Optional Tasks)	\$ 346,330

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant

arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
- E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

- 4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and

commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
- E. Subcontractors. Consultant shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. Limits of liability for General Liability in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and Professional Liability (Errors & Omissions) in an amount not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) aggregate.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial

additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.