



AMENDED

AGENDA

Tuesday, June 23, 2020

5:45 P.M. OPEN SESSION

SPECIAL MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Hall
211 Hillcrest Avenue
Marina, California
Telephone (831) 884-1278 - Fax (831) 384-9148
E-Mail: marina@cityofmarina.org Website: www.cityofmarina.org

Zoom Meeting URL <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)4. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

- a. City Council consider adopting Resolution No. 2020-, approving a consultant services agreement in the amount of \$88,120 with Coffman Associates to preparation and finalization of the Environmental Assessment with an Archaeological and Built Environment Survey and Report; and approving appropriation of \$88,120 for these professional services; and authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing AMENDED agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 1:00 p.m., Friday, June 19, 2020.

ANITA SHARP, DEPUTY CITY CLERK

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Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

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Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 23, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- ,
APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT
OF \$88,120 WITH COFFMAN ASSOCIATES TO PREPARE AN
ENVIRONMENTAL ASSESSMENT (EA) PURSUANT TO THE
REQUIREMENTS OF SECTION 102(2)(C) OF THE NATIONAL
ENVIRONMENTAL POLICY ACT (NEPA) FOR THE PROPOSED 580,000
SQUARE FOOT JOBY AVIATION AIRCRAFT MANUFACTURING
BUILDING; APPROVE AN APPROPRIATION IN THE AMOUNT OF \$88,120;
AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL AND
EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE CITY,
SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving a consultant services agreement in the amount of \$88,120 with Coffman Associates to preparation and finalization of the Environmental Assessment with an Archaeological and Built Environment Survey and Report; and
2. Approving appropriation of \$88,120 for these professional services; and
3. Authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

BACKGROUND:

The Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA). Development projects on airport property require environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

The City's Planning Commission considered and approved a Site and Design Review Application for a 580,000 square foot aircraft manufacturing building and an associated CEQA Mitigated Negative Declaration for Joby Aviation on February 27, 2020. On April 29, 2020, staff submitted a revision to the Airport Layout Plan depicting the 580,000 square foot proposed building to the Federal Aviation Administration (FAA) along with a Categorical Exclusion (CATEX) to support the NEPA clearance. FAA staff indicated at that time the CATEX would not be adequate and an Environmental Assessment (EA) would be necessary.

Coffman Associates has provided airport planning services to the Marina Municipal Airport in the past and proven the firm has the qualifications, experience, and personnel necessary to properly perform the services needed to prepare the EA

ANALYSIS:

The Airport has sought a proposal from Coffman Associates to prepare an Environmental Assessments and an Archeological Study and Survey for submission to the FAA in support of the Airport Layout Plan revisions that have been submitted for the 580,000 aircraft manufacturing facility proposed by Joby Aviation on the south tarmac. Coffman Associates provided a proposal to perform these services (See **Exhibit “A”**). The services are proposed to be performed in two phases as outlined below:

- Phase 1
 - Purpose and Need/Alternatives
 - Preliminary Draft EA Research and Analysis
 - Preliminary Draft EA Preparation/Internal Team Review
 - Preliminary Draft EA FAA Review \$29,044
 - Archaeological and Built Environment Survey and Reporting \$33,500
- Phase 2
 - Draft EA Preparation/Internal Team Review
 - Draft EA FAA Review
 - NOA/Draft EA Release for Public Review
 - Preliminary Final EA Preparation/Internal Team Review
 - Preliminary Final EA FAA Review
 - Final EA Preparation/Internal Team Review
 - NOA/Final EA \$25,576
 - \$88,120

Since a CEQA document and a CATEX has already been prepared for this project, there is a great deal of information already available for inclusion in this EA. To that end this document is much less expensive than it typically would be. Additionally, the Coffman proposal is divided into two phases to maintain flexibility in budget control should there be any need to discontinue or pause the EA preparation.

One new document that is required to support the EA is an Archaeological and Built Environment Survey and Report. This document will be required for any significant construction at the Airport and will be transferable to other projects at the airport in the future. Based on input from FAA regarding the direct and indirect Area of Potential Effect (APE) for the project, the following items are proposed to provide FAA with the proper documentation for which to conduct Section 106 consultation under the National Historic Preservation Act. To complete the work on this supporting study, the following tasks will be conducted:

- Records Search and Literature Review - review records search data from the Northwest Information Center (NWIC) to identify previously documented cultural resources and cultural resources studies within and near the project area.
- Consultation with the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. FAA will conduct any individual tribal consultation, as required by its government-to-government consultation responsibilities.
- Archaeological Field Survey - a Phase I intensive pedestrian survey conducted of accessible portions of proposed disturbance areas that have not been adequately and recently subject to archaeological survey.

- Built Environment Survey - a site visit to identify, photograph, and take notes on built environment resources within the established indirect APE that were built in 1975 or earlier, as verified by the Monterey County Assessor and/or airport records. Based on the resources identified, prepare a focused historical context and evaluate the significance and integrity of the resources to determine their potential eligibility for the National Register of Historical Places.
- Cultural Resources Technical Report - a stand-alone cultural resources technical report that will summarize the results of the cultural resources studies described above, as well as complete an evaluation of whether the Proposed Action will affect these resources. The report will also provide management recommendations for resources within or near the project area and include maps depicting the areas included in the survey.

As mentioned above, this extensive report will be beneficial to the airport as it will be an FAA requirement for any future hangar expansion or other construction on or adjacent to the Airport.

FISCAL IMPACT:

Should the City Council approve this request, the cost of preparation and finalization of the EA with an Archaeological and Built Environment Survey and Report is \$88,120. The professional services included in the scope of services was not included in the FY 2019-20 or FY 2020-21 Adopted Airport Budget so funding will come from available fund balance of the Airport Enterprise Fund. The Airport Operations Fund available fund balance is currently estimated to be \$1,371,000.

The additional appropriation of \$88,120 will come from Fund Balance to the Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570.

CONCLUSION:

This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- , APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF \$88,120 WITH COFFMAN ASSOCIATES TO PREPARE AN ENVIRONMENTAL ASSESSMENT (EA) PURSUANT TO THE REQUIREMENTS OF SECTION 102(2)(C) OF THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) FOR THE PROPOSED 580,000 SQUARE FOOT JOBY AVIATION AIRCRAFT MANUFACTURING BUILDING; APPROVE AN APPROPRIATION IN THE AMOUNT OF \$88,120; AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, The Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA). Development projects on airport property require environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); and

WHEREAS, The City's Planning Commission considered and approved a Site and Design Review Application for a 580,000 square foot aircraft manufacturing building and an associated CEQA Mitigated Negative Declaration for Joby Aviation on February 27, 2020; and

WHEREAS, On April 29, 2020, staff submitted a revision to the Airport Layout Plan depicting the 580,000 square foot proposed building to the Federal Aviation Administration (FAA) along with a Categorical Exclusion (CATEX) to support the NEPA clearance. FAA staff indicated at that time the CATEX would not be adequate and an Environmental Assessment (EA) would be necessary; and

WHEREAS, Coffman Associates has provided airport planning services to the Marina Municipal Airport in the past and proven the firm has the qualifications, experience, and personnel necessary to properly perform the services needed to prepare the EA; and

WHEREAS, The Airport has sought a proposal from Coffman Associates to prepare an Environmental Assessments and an Archeological Study and Survey for submission to the FAA in support of the Airport Layout Plan revisions that have been submitted for the 580,000 aircraft manufacturing facility proposed by Joby Aviation on the south tarmac; and

WHEREAS, Coffman Associates provided a proposal to perform these services as documented in **Exhibit "A"**; and

WHEREAS, the cost of preparation and finalization of the EA with an Archaeological and Built Environment Survey and Report is \$88,120. The professional services included in the scope of services was not included in the FY 2019-20 or FY 2020-21 Adopted Airport Budget so funding will come from available fund balance of the Airport Enterprise Fund. The Airport Operations Fund available fund balance is currently estimated to be \$1,371,000; and

WHEREAS, the additional appropriate of \$88,120 will come from Fund Balance to the Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Adopting Resolution No. 2020- , approving a consultant services agreement in the amount of \$88,120 with Coffman Associates to preparation and finalization of the Environmental Assessment with an Archaeological and Built Environment Survey and Report; and
2. Approving appropriation of \$88,120 for these professional services; and
3. Authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a special meeting duly held on the 23rd day of June 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**SCOPE OF SERVICES
PROPOSED JOBY AVIATION MANUFACTURING FACILITY
ENVIRONMENTAL ASSESSMENT
MARINA MUNICIPAL AIRPORT (OAR)**

GENERAL PROJECT INFORMATION

The action to be completed under this Scope of Services is described as the planning and environmental services necessary to fully evaluate applicable environmental impact categories and prepare an Environmental Assessment (EA) pursuant to the requirements of Section 102(2)(c) of the *National Environmental Policy Act (NEPA) of 1969* (Public Law 91-190, 42 United States Code [USC] 4321 et. seq.) as outlined in Title 40 Code of Federal Regulations (CFR) 1500-1508 on the proposed Joby Aviation manufacturing facility. The format and subject matter included within the EA will conform to the requirements and standards set forth by the Federal Aviation Administration (FAA) as contained principally in FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Action* and FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. In addition, FAA's interim policy regarding EA page limits is applicable (see <https://www.transportation.gov/transportation-policy/permittingcenter/interim-policy-page-limits-nepa-documents-and-focused>). The FAA will serve as the Lead Agency in the NEPA process through its San Francisco Airports District Office. *The preparation of an Environmental Impact Statement (EIS), should it prove necessary, is not included within this Scope of Services.*

The Sponsor of the Marina Municipal Airport is the City of Marina. The proposed improvements at the airport to be addressed in the EA include the following and are, hereafter, referred to as the Proposed Action:

- Construction of an approximately 580,000 square foot (sf) single-story steel building on the east side of the airport to be use for the manufacturing of light-weight all-electric, vertical take-off and landing (VTOL) aircraft; and
- Associated vehicle access and parking areas and stormwater and other utility infrastructure improvements.

The Proposed Action will be constructed in one or two phases, with the overall site prepared during the initial phase using a balanced grading operation. All staging areas will be located within the project limits of disturbance evaluated in this EA.

All necessary project coordination, impact evaluation, and report preparation for this EA will be conducted by Coffman Associates with technical assistance from a subconsultant, SWCA Environmental Consultants (SWCA) as detailed in the following EA Work Scope. Coffman Associates will be responsible for ensuring that all work products, including those prepared by SWCA, are acceptable.

The EA Work Scope detailed in this Scope of Services will use the following information and field studies already completed by Joby Aviation for use in preparing a Documented Categorical Exclusion (CatEx) and an Initial Study under the *California Environmental Quality Act* (CEQA). FAA has determined that an Environmental Assessment, rather than a CatEx, is necessary for this project under NEPA.

- *Screencheck Draft Initial Study on the Joby Aviation Manufacturing Facility* and associated appendices (City of Marina and Denise Duffy and Associates [DDA], January 2020)
- Biological Assessment of the Joby Aviation Manufacturing Facility (forthcoming) (DDA, June 2020)
- Geotechnical studies, site plans, or concept design reports

EA WORK SCOPE

The following elements are necessary for preparation of an EA on the Proposed Action. Due to the uncertainty in estimating FAA review times and comments, this EA Work Scope is identified in two phases:

- Phase One will be contracted on a fixed-fee basis and will include research, analysis, and the preparation of a preliminary Draft EA for submittal to FAA (Elements One through Six).
- Phase Two will include responding to all FAA review comments on the preliminary documents, as well as comments resulting from agency and public review of the Draft EA, and the preparation of the Draft and Final EAs (Element Seven). Phase Two will be contracted on a time-and-expenses basis using Coffman Associates billing rates in effect at the initiation of this phase of the project.

PHASE ONE

Element One - Purpose and Need/Project Definition (Chapter One)

Task 1.1 – Purpose and Need Statement

Utilizing available information and input from the Sponsor regarding the airport's need for the project, a statement of the purpose and need for the Proposed Action will be prepared. The Purpose and Need Statement will identify the need to be met, the purpose of the project, and the requested federal action. The airport has recently undergone an update of its Airport Master Plan (AMP) (final printing, May 2018). Information in this planning document and the most recently approved Airport Layout Plan (ALP) will be used to define the aeronautical and non-aeronautical

uses of the project site. Once the Purpose and Need Statement is reviewed and approved by FAA, the discussion will be incorporated into Chapter One of the EA (Task 1.2).

Task 1.2 – Project Description

Chapter One (Purpose and Need) of the EA will incorporate the Purpose and Need Statement (Task 1.1) and will include a project description and timeline for the Proposed Action. The project description will be based on project information provided by the Airport Sponsor and Joby Aviation’s site development team.

Element Two – Alternatives (Chapter Two)

Task 2.1 – Alternatives

Chapter Two (Alternatives) of the EA will contain a screening process that identifies appropriate alternatives determined to be reasonable and feasible based on the stated project purpose and need. (As stated in FAA Order 5050.4B, para. 706 (d)(7), an alternative can be eliminated from further consideration when the alternative has been judged “not reasonable.” Whether a proposed alternative is reasonable depends, in large part, upon the extent to which it meets the purpose and need for the proposed action (FAA Order 1050.1F, para. 7-1.1[e]).)

Chapter Two will also include a description of the No Action alternative as required by 40 CFR 1502.14(c). FAA Orders 1050.1F and 5050.4B state that “an EA may limit the range of alternatives to the proposed action and no action when there are no unresolved conflicts concerning alternative uses of available resources.” (FAA Order 1050.1F, para. 6-2.1[d]; FAA Order 5050.4B, para. 706[d][5]). A list of applicable statutory or regulatory requirements will be include in the chapter in tabular format.

The EA will contain a discussion of the decision process undertaken by the airport and Sponsor in determining the project and project location, including other options for the project considered but dismissed as not meeting the selection criteria established in the alternatives screening process. This Scope of Services assumes that no other alternatives besides the No Action and Proposed Action alternatives will be required to be carried forth into the detailed environmental analysis. *If additional alternatives are required, a scope amendment could be necessary.*

Element Three – Affected Environment (Chapter Three)

Task 3.1 – Affected Environment (Research)

Coffman Associates will review previously collected information from the CatEx and the project’s CEQA document, as well as identify and review any additional available environmental documents and secondary sources related to the project area. These sources could include available natural

resources databases, information regarding land ownership, aerial photographs and other historical records, and previous environmental and planning studies, including the AMP and environmental documents related to the closure and repurposing of former Fort Ord.

Task 3.2 – Environmental Categories Not Affected

The following FAA Order 1050.1F environmental resource categories are not expected to be affected by the Proposed Action based on the previous analysis conducted for the CatEx. The project study area is contained on a previously developed area of an existing airport that is primarily paved. This conclusion will be discussed, and the supporting documentation provided, as necessary, in a separate section of Chapter Three (Affected Environment) of the EA.

- Coastal resources
- Farmlands

- Water resources (wetlands, floodplains, and wild and scenic rivers)

Task 3.3 – Description of Affected Environment

A description of the categories of the affected environment not identified in Task 3.2 will be prepared to succinctly describe the project study area. This description of the affected environment will serve as Chapter Three in the Draft EA and will include the following information as required by FAA Orders 1050.1F and 5050.4B:

- Air quality;
- Biological resources (including fish, wildlife, and plants) (based on existing field surveys);
- Climate;
- *Department of Transportation Act*, Section 4(f)
- Hazardous materials, solid waste, and pollution prevention;
- Historical, architectural, archaeological, and cultural resources (see Task 6.1);
- Land use;
- Natural resources and energy supply;
- Noise and compatible land use;
- Socioeconomics, environmental justice, and children’s environmental health and safety risks;
- Visual effects (including light emissions);
- Water resources (surface waters and groundwater); and
- Past, present, and future foreseeable projects located in proximity to the project study area (see Task 3.4).

All the above items will be addressed in a level of detail commensurate with the importance of the resource, with less important information summarized, consolidated, or referenced.

Task 3.4 – Cumulative Projects Inventory

An inventory of past, present, and reasonably foreseeable future actions within the temporal and spatial boundaries established for purposes of identifying cumulative projects for the impact analysis will be conducted. (Per FAA Order 5050.4B, para. q, a reasonably foreseeable action is an on- or off-airport project that a proponent would likely complete and that has been developed with enough specificity to provide meaningful information to a decisionmaker and the interested public.) For this EA, the proposed temporal boundary is five years prior to the preparation of this EA (2016-2020), the three years during which Joby Aviation's lease allows for project initiation (2021-2023), and the five years after project implementation (2024-2028). The proposed spatial boundary is a one-mile radius from the project limits and has been determined in coordination with the City of Marina's Public Works and Community Development Departments.

Element Four – Environmental Consequences (Chapter Four)

The purpose of this element is to examine potential impact categories to determine if significant impacts would result from the Proposed Action. Impacts related to the No Action alternative will also be considered for purposes of providing a baseline against which one can compare the Proposed Action alternative's impacts. Impact categories that could be affected by the Proposed or No Action alternatives are listed below along with a brief discussion of activities that would be required for their analysis. If it is determined that there are potential impacts in any given category, avoidance and conservation measures (or mitigation measures to reduce the potential impact below a level of significance, if necessary) will be identified. All resource categories identified in FAA Orders 1050.1F and 5050.4B will be discussed in a level of detail commensurate with the potential for significant impact as determined by FAA significance thresholds and the information obtained through Elements One through Four of this EA Work Scope.

Task 4.1 – Air Quality

A discussion of *Clean Air Act's* General Conformity provisions and other applicable federal rules related to air quality will be provided. The Monterey County airshed is in attainment for all federal criteria pollutants. However, the EA will provide estimates of the project's construction and operational emissions for purposes of disclosure under NEPA. (Air quality emissions modeling has already been undertaken using a model specific to California, i.e., CalEEMod version 2016.3.2, as part of the project's state environmental review process.) A qualitative discussion of emissions related to the project's anticipated manufacturing processes (based on literature research) will also be included in this section using available project information provided by Joby Aviation.

No long-term change in aircraft emissions are anticipated since the Proposed Action is a landside project, rather than a capacity-increasing airfield project. Thus, the use of the Aviation Environmental Design Tool (AEDT) is not needed for this EA.

The outcomes of the air quality assessment will be presented as well as any avoidance, conservation, and/or mitigation measures that have been applied to the project by local or regional jurisdictions (for example, the Monterey Bay Air Resources Board). This discussion will identify best management practices (BMPs) that will be taken to reduce the impacts. *This Scope of Services assumes that no additional emissions modeling beyond what has already been conducted for the project will be required.*

Task 4.2 – Biological Resources

The project has been redesigned to avoid direct impacts to Monterey spineflower (*Chorizanthe pungens*), a federally listed species, and a Biological Assessment is already being prepared for FAA's use in Section 7 consultation under the *Endangered Species Act*. This section of the EA will summarize the information from the Biological Assessment as well as evaluate any other potential direct or indirect impacts to federally protected species, for example, migratory birds. The EA section will include any mitigation or avoidance/minimization measures required by the United States (U.S.) Fish and Wildlife Service. Since the project would be constructed primarily on existing paved tarmac, the potential for impacts is anticipated to be minimal. FAA's Section 7 consultation process, whether formal or informal, will be referenced in the discussion and included as an EA appendix, as appropriate.

Task 4.3 – Climate

Similar to the discussion in Task 4.1, construction and operational greenhouse gases (GHGs) have already been modeled for this project using CalEEMod. This climate analysis is separate from the air quality analysis and will be discussed in a stand-alone section of Chapter Four of the EA as required by Order 1050.1F. The types and amounts of GHG emissions attributable to the Proposed Action will be discussed for purposes of disclosure under NEPA. Currently, there are no federal thresholds with which to make significant impact conclusions. However, FAA's most recent guidance regarding the discussion of GHGs will be provided. As discussed in Task 4.1, no changes to aircraft emissions will result from the Proposed Action; therefore, the AEDT will not be used.

Task 4.4 – U.S. Department of Transportation (DOT) Act, Section 4(f) Resources

Section 4(f) of the DOT Act (as amended by 49 U.S.C. 303, Policy on lands, wildlife and waterfowl refuges, and historic sites) protects not only public parks, recreation areas, and wildlife or waterfowl refuges, but historic sites of national, state, or local significance from impacts related to transportation projects. Therefore, this task will take into account the research and impact analysis completed in Task 6.1. If applicable, the analysis will address both physical uses of any Section 4(f) resources as well as potential "constructive" use. Constructive use occurs when a proposed project would "substantially impair" the Section 4(f) protected resource.

Task 4.5 – Hazardous Materials, Solid Waste, and Pollution Prevention

Based on the results of the hazardous materials, solid waste, and pollution prevention inventory completed in Task 3.3, the potential for impacts related to hazardous materials, hazardous waste, or solid waste will be evaluated. If necessary, mitigation measures will be discussed as well as avoidance and conservation measures to be followed if unanticipated hazardous materials are discovered during construction. A qualitative discussion of hazardous materials or wastes related to project-specific manufacturing processes (based on literature research) will also be included in this section using available manufacturing process information and project information provided by Joby Aviation.

Appropriate solid waste management websites will be consulted regarding solid waste service for the airport, and information concerning impacts to local landfills or other solid waste disposal facilities will be provided. The FAA does not have significance thresholds for solid waste generation or disposal. However, a factor to consider is if the proposed project would produce an appreciably different quantity of solid waste or use a different method of collection or disposal and/or would exceed local disposal capacity. State and local regulations regarding solid waste diversion will also be referenced.

Project compliance with existing pollution prevention regulations will be discussed, including the airport's compliance with applicable Regional Water Quality Control Board (RWQCB) guidelines and permitting processes for implementing the *Clean Water Act*. This discussion will reference the Pollution Prevention section of Chapter Three of the EA, as appropriate.

Task 4.6 – Historical, Architectural, Archaeological, and Cultural Resources

An evaluation of significant historical, architectural, archaeological, or cultural resources within the project's indirect and direct Area of Potential Effect (APE) will be conducted by SWCA (see Task 6.1). FAA's "effects determination" under the *National Historic Preservation Act* (NHPA) will be identified and FAA's NHPA, Section 106 consultation process with the State Historic Preservation Office and Native American tribes referenced in the discussion and included as an EA appendix, as appropriate.

Task 4.7 – Natural Resources and Energy Supply

The project's demand for natural resources and energy usage will be discussed based available project information provided by Joby Aviation and/or the previously conducted CalEEMod modeling. A discussion will be provided of the proposed natural resource supplies, including water supply sources, and any related potential impacts to regional and local natural resources and energy supplies. Any anticipated issues with the future availability of natural resources and energy supplies will be documented.

Task 4.8 – Socioeconomic Impacts, Environmental Justice, and Children’s Environmental Health and Safety Risks

Socioeconomic impacts which might be caused by the Proposed Action will be considered, including those potentially occurring during construction phases of development. There will not be a need to relocate residences, to divide or disrupt established communities, or to disrupt orderly, planned development since the Proposed Action would be located within the existing airport boundaries.

Potential traffic-related impacts will be addressed through a quantitative analysis, which will identify existing traffic conditions in the airport environs based on the results of a recently completed traffic study for the proposed *Marina Municipal Airport Business and Industrial Park/University of California Monterey Bay Education Science and Technology (UC MBEST) Center Specific Plan* (Business Park Specific Plan). Using this information, traffic related to the No Action and Proposed Action alternatives will be added to the baseline conditions, and a determination made regarding the potential for substantially reduced levels of service on roads and intersections within the project study area. (The project study area for traffic-related impacts is assumed to be the same as the project study limits recently analyzed by the City for the proposed Business Park Specific Plan and includes the Reservation Road/Blanco Road and Imjin Parkway/Reservation Road intersections and related roadway segments.)

This task will also refer to the socioeconomic characteristics of the project study area in terms of environmental justice and children’s populations provided in Task 3.3 and discuss any potential impacts from the Proposed Action.

Task 4.9 – Visual Effects

A brief description of the characteristics of any lighting systems or potential glare associated with the Proposed Action will be included in the EA. The extent to which this lighting or potential glare will be likely to create an annoyance among people in the vicinity of the airport will then be considered.

Relevant local or regional visual policies will also be addressed, and potential visual impacts to protected visual resources or visual character will be analyzed. Avoidance, minimization, or mitigation measures for lighting, glare, or other visual impacts will be proposed, as necessary.

Task 4.10 – Water Resources (Surface Waters and Groundwater)

An assessment of impervious surfaces and project-specific water quality impacts (both during construction and long term) that could occur from the Proposed Action will be evaluated. This analysis will take into account the airport’s existing drainage system and the measures already in place to ensure that water quality standards applicable to the airport are met. The airport’s existing stormwater pollution prevention plan (SWPPP) will also be referenced, as applicable. This section will also address potential impacts to groundwater resources. The project’s potential

changes to stormwater drainage as it may affect biological resources, including federally threatened and endangered species, will also be considered.

Task 4.11 – Cumulative Impacts

This task will consider the incremental impacts of the Proposed Action in conjunction with other cumulative projects within the temporal and spatial boundaries established for this analysis in Task 3.4. The overall cumulative impact of on-airport actions (five years prior, during, or five years after project implementation), as well as other past, present, or reasonably foreseeable projects off the airport, and the cumulative consequences of such actions will be considered.

Element Five – Documentation

Task 5.1 – Preliminary Draft EA

A preliminary Draft EA (PDEA) will be prepared for electronic submittal first to the Airport Sponsor for review and concurrence and then to the assigned FAA Environmental Protection Specialist. Based on recent Executive Orders and FAA policy, the PDEA will be no more than 75 pages, excluding exhibits, tables, and appendices. This task includes all additional EA sections including the front cover, discussion of public and agency coordination, list of preparers, and lists of acronyms and references. (Note: These sections are also excluded from the 75-page limit.) This task includes teleconferences, as needed, to go over internal team questions and/or comments.

Element Six – Archaeological and Built Environment Survey and Reporting (SWCA)

Task 6.1 - Archaeological and Built Environment Survey and Reporting

Based on input from FAA regarding the direct and indirect Area of Potential Effect (APE) for the project, the following items are proposed to provide FAA with the proper documentation for which to conduct Section 106 consultation under the *National Historic Preservation Act*. All items under this element will be conducted by SWCA and reviewed by Coffman Associates before submittal to the Airport Sponsor and FAA.

Records Search and Literature Review. SWCA will review records search data from the Northwest Information Center (NWIC). The NWIC is the regional office of the California Historical Resources Information System (CHRIS). The primary purpose of the records search review is to identify previously documented cultural resources and cultural resources studies within and near the project area.

SWCA will also contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. NAHC will determine if any NAHC-listed Native American sacred lands

are located within or adjacent to the project area. FAA will conduct any individual tribal consultation, as required by its government-to-government consultation responsibilities.

Archaeological Field Survey. Upon completion of the CHRIS records search review, SWCA will conduct a Phase I intensive pedestrian survey of accessible portions of proposed disturbance areas that have not been adequately and recently subject to archaeological survey. The field visit will be conducted to confirm prior findings and to support the preparation of a cultural resources technical report. *For the purposes of this proposal and cost estimate, the recordation of any archaeological resources is not included. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.*

Built Environment Survey. SWCA will conduct a site visit to identify, photograph, and take notes on built environment resources within the established indirect APE that were built in 1975 or earlier, as verified by the Monterey County Assessor and/or airport records. Based on the resources identified, SWCA will prepare a focused historical context and evaluate the significance and integrity of the resources to determine their potential eligibility for the National Register of Historical Places. The findings will be reported as part of the cultural resources technical report. *For the purposes of this Scope of Services, it is assumed no more than 12 individual resources will require documentation and evaluation.* The California State Historic Preservation Officer must ultimately approve the Area of Potential Effect. If the California State Historic Preservation Officer determines that a larger Area of Potential Effect is required, the level of effort associated with this scope of work may need to be increased.

Cultural Resources Technical Report. SWCA will prepare a stand-alone cultural resources technical report that will summarize the results of the cultural resources studies described above, as well as complete an evaluation of whether the Proposed Action will affect these resources. The report will meet the requirements of 36 Code of Federal Regulations Part 800, for evaluation of the effect of the Proposed Action on potential historic properties on or eligible for the National Register of Historical Places within the Area of Potential Effect the purpose of the FAA's consultation under the National Historic Preservation Act, Section 106, with the California State Historic Preservation Officer. The report will also provide management recommendations for resources within or near the project area and include maps depicting the areas included in the survey.

Please note that if the locations of sensitive archaeological sites or Native American cultural resources are shown or described in the report, the report will be considered confidential.

PHASE TWO

Element Seven – Revisions based on FAA Review and Agency/Public Review

Task 7.1 – Preliminary Draft EA Revisions

Following FAA review of the PDEA prepared in Task 5.1, comments made by FAA will be incorporated into the environmental document. Electronic copies of the chapters containing the revisions will be forwarded to the Airport Sponsor and FAA for concurrence. At this point in the EA process, the PDEA is typically reviewed by FAA's legal staff and other peer reviewers, regional reviewers, and/or lines of business. Thus, a second round of revisions to the PDEA, based on additional review and comments by FAA, is included in this EA Work Scope.

Task 7.2 – Draft EA

Final comments made on the PDEA will be incorporated into the environmental document and a “check” version of the Draft EA will be submitted electronically to the Airport Sponsor and FAA for concurrence. Once the Airport Sponsor receives FAA authorization to print the Draft EA, up to ten (10) printed copies and five (5) USB drives containing the Draft EA in Adobe PDF format will be prepared. FAA will be provided two (2) of the printed copies of the Draft EA and one (1) USB drive. Links to the EA via the City or airport website will be provided to all other agencies needing review copies of the Draft EA (see Task 7.3).

Task 7.3 – Notice of Availability of Draft EA

A Notice of Availability (NOA) of a Draft EA will be prepared by Coffman Associates for submittal by the Airport Sponsor to FAA for review and concurrence. The NOA will notify agencies and the public of the availability of the Draft EA and will allow for a 30-day agency and public comment period. *Upon receiving FAA concurrence, the Airport Sponsor will be responsible for placing the NOA in an appropriate newspaper and for placing the Draft EA in specified public viewing areas, such as public libraries. The NOA will also be posted by the Airport Sponsor on the City or airport website along with the Draft EA.*

Task 7.4 – Response to Public Comments

Following the conclusion of the Draft EA's agency and public review period, all comments received will be reviewed by Coffman Associates and the Airport Sponsor. Draft responses will be prepared to address all substantive comments concerning the Draft EA. These will be submitted to the Airport Sponsor for internal review prior to submittal to FAA for review and concurrence. Revisions requested by FAA to the responses to comment are included in Task 7.5.

Subtask 7.5 – Preliminary Final EA

After comments received from agencies and the public have been reviewed, the EA will be revised if needed. The Final EA will include an appendix containing an affidavit of publication of the NOA (Task 7.3) and copies of all comments received during the agency and public comment period. The appendix will include responses to all substantive comments as outlined in Task 7.4.

A preliminary Final EA will be submitted to the Airport Sponsor for review and comment, followed by Airport Sponsor submittal to FAA. Upon receipt of any additional FAA comments, a revised preliminary Final EA will be prepared and submitted to FAA for concurrence with the final revisions.

Task 7.6 – Final EA

Before printing the Final EA, the Airport Sponsor and FAA will be provided with a “check copy” of the Final EA in Adobe PDF format. Once the Airport Sponsor receives approval to print the Final EA, up to ten (10) printed copies and five (5) USB drives containing the Final EA will be prepared. FAA will be provided two (2) of the printed copies and one (1) of the USB drives for their files. Links to the Final EA via the City or airport website will be provided to all other agencies requesting copies of the Final EA.

Task 7.7 – Notice of Availability of Final EA and Issuance of FONSI (if applicable)

A Notice of Availability of the Final EA and an announcement of a Finding of No Significant Impact (FONSI) or other FAA decision, as applicable, will be prepared by Coffman Associates once the Final EA has been approved by FAA. This NOA will notify the public of the availability of the Final EA and FAA's decision and will be submitted to the Airport Sponsor for publication in an appropriate newspaper. *The Airport Sponsor will be responsible for placing the notice in an appropriate newspaper and for placing the Final EA in specified public viewing areas, such as public libraries. The NOA will also be posted by the Airport Sponsor on the City or airport website along with the Final EA.*

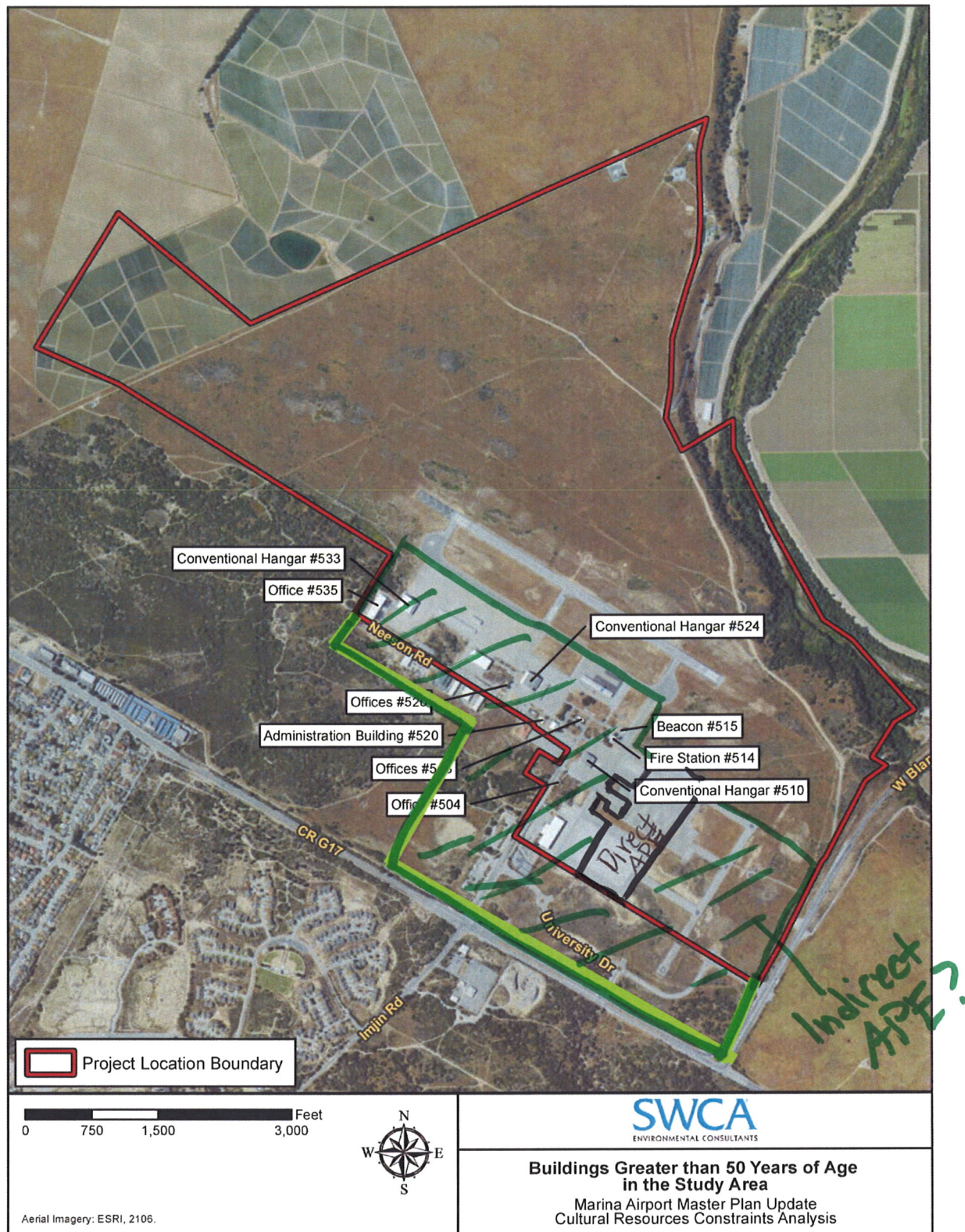
EA WORK SCOPE ASSUMPTIONS

- A portion of the NEPA process involves coordination between the Consultant, Airport Sponsor, FAA, and Joby Aviation. This Scope of Services includes monthly teleconferences attended by Coffman Associates, if requested, throughout the process. These monthly calls are included in the costs for Elements One through Six within the fixed-fee budget.
- Project coordination during Phase Two will be billed on a time-and-materials basis using Coffman Associates billing rates in effect at the initiation of this phase of the project. In-person meetings are not included in the fixed-fee portion of the Scope of Services (Phase One). In-person meetings, if requested, as part of Phase Two will be billed on a time-and-materials basis.
- No alternatives besides the No Action and Proposed Action alternatives will be required to be carried forth into the detailed environmental analysis. If additional alternatives are required, a scope amendment could be necessary.
- For this EA, the cumulative projects temporal boundary will be five years prior to the preparation of this EA (2016-2020), three years during which Joby Aviation's lease allows for project initiation (2021-2023), and five years after project implementation (2024-2028). The cumulative projects spatial boundary will be a one-mile radius from the project limits.
- The project study area for traffic-related impacts is assumed to be the same as the project study area recently analyzed by the City for the proposed Business Park Specific Plan and includes the Reservation Road/Blanco Road and Imjin Parkway/Reservation Road intersections and related roadway segments.
- No additional emissions modeling or biological field surveys beyond what has already been conducted for the project will be required for the completion of this EA.
- The recordation of any archaeological resources is not included within this Scope of Services. No testing or excavation will be conducted, nor will any artifacts, samples, or

specimens be collected during the survey. It is also assumed no more than 12 individual “as built” resources will require documentation and evaluation.

- The Airport Sponsor will be responsible for placing all NOAs in an appropriate newspaper, posting NOAs and public review documents on the City or airport website, and placing hard copies of the Draft and Final EA in specified public viewing areas, such as public libraries.

Figure 3. Buildings Greater than 50 Years of Age in the Study Area



Cost Estimate Proposed Joby Aviation Manufacturing Facility Environmental Assessment Marina Municipal Airport (OAR) 6/3/2020								
		Coffman Associates (Hourly Rates)						
		Principal	Senior Professional	Professional	Technical/ Support	Total Labor	Expenses	Total
PHASE ONE		\$ 313	\$ 287	\$ 153	\$ 117			
Element One – Purpose and Need/Project Definition (Chapter One)								
Task 1.1	Purpose and Need Statement	0	8	0	0	\$2,296	\$0	\$2,296
Task 1.2	Project Description	0	2	8	4	\$2,266	\$0	\$2,266
Element One Subtotal		0	10	8	4	\$4,562	\$0	\$4,562
Element Two – Alternatives (Chapter Two)								
Task 2.1	Alternatives	0	16	0	0	\$4,592	\$0	\$4,592
Element Two Subtotal		0	16	0	0	\$4,592	\$0	\$4,592
Element Three – Affected Environment (Chapter Three)								
Task 3.1	Affected Environment (Research)	0	0	8	0	\$1,224	\$0	\$1,224
Task 3.2	Environmental Categories Not Affected	0	0	2	0	\$306	\$0	\$306
Task 3.3	Description of Affected Environment	0	0	16	4	\$2,916	\$0	\$2,916
Task 3.4	Cumulative Projects Inventory	0	0	4	0	\$612	\$0	\$612
Element Three Subtotal		0	0	30	4	\$5,058	\$0	\$5,058
Element Four – Environmental Consequences (Chapter Four)								
Task 4.1	Air Quality	0	0	4	0	\$612	\$0	\$612
Task 4.2	Biological Resources	0	0	4	0	\$612	\$0	\$612
Task 4.3	Climate	0	0	4	0	\$612	\$0	\$612
Task 4.4	DOT Act, Section 4(f)	0	4	0	0	\$1,148	\$0	\$1,148
Task 4.5	Hazardous Materials, Solid Waste, and Pollution Prevention	0	0	2	0	\$306	\$0	\$306
Task 4.6	Historical, Architectural, Archaeological, and Cultural Resources	0	0	2	2	\$540	\$0	\$540
Task 4.7	Natural Resources and Energy Supply	0	0	2	0	\$306	\$0	\$306
Task 4.8	Socioeconomic Impacts, Environmental Justice, & Children's Safety	0	4	0	2	\$1,382	\$0	\$1,382
Task 4.9	Visual Effects	0	0	4	4	\$1,080	\$0	\$1,080
Task 4.10	Water Resources (Surface Waters and Groundwater)	0	0	2	0	\$306	\$0	\$306
Task 4.11	Cumulative Impacts	0	4	0	0	\$1,148	\$0	\$1,148
Element Four Subtotal		0	12	24	8	\$8,052	\$0	\$8,052
Element Five – Preparation of Preliminary Draft EA								
Task 5.1	Preparation of Preliminary Draft EA	4	16	0	8	\$6,780	\$0	\$6,780
Element Five Subtotal		4	16	0	8	\$6,780	\$0	\$6,780
PHASE ONE TOTAL (Coffman)		4	54	62	24	\$29,044	\$0	\$29,044
Element Six – Archaeological and Built Environment Survey and Reporting (SWCA Environmental Consultants)								
Task 6.1	Archaeological and Built Environment Survey and Reporting						\$33,500	\$33,500
PHASE ONE TOTAL (SWCA)							\$33,500	\$33,500
PHASE ONE GRAND TOTAL		4	54	62	24	\$29,044	\$33,500	\$62,544

PHASE TWO (Time and Expenses -following hours are estimates for planning purposes; does not include travel, if requested)								
Element Seven – FAA Revisions & Public/Agency Review								
Task 7.1	Preliminary Draft EA revisions (assumes 2 rounds of FAA revisions)	0	32	0	8	\$10,120	\$0	\$10,120
Task 7.2	Draft EA (assumes 10 hard copies and 5 flash drives)	0	16	0	8	\$5,528	\$350	\$5,878
Task 7.3	Notice of Availability (Draft EA)	0	2	0	0	\$574	\$0	\$574
Task 7.4	Responses to Public Comments	0	8	0	4	\$2,764	\$0	\$2,764
Task 7.5	Preliminary Final EA (assumes 1 round of FAA revisions)	0	8	0	8	\$3,232	\$0	\$3,232
Task 7.6	Final EA (assumes 10 hard copies and 5 flash drives)	0	4	0	8	\$2,084	\$350	\$2,434
Task 7.7	Notice of Availability (Final EA) and Issuance of FONSI	0	2	0	0	\$574	\$0	\$574
Element Seven Subtotal		0	72	0	36	\$24,876	\$700	\$25,576
PHASE TWO GRAND TOTAL (Estimated for planning purposes only)		0	72	0	36	\$24,876	\$700	\$25,576

Anticipated Project Schedule*
Proposed Joby Aviation Manufacturing Facility Environmental Assessment (EA)
Marina Municipal Airport (OAR)
6/3/2020

ELEMENT		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Notice to Proceed	•								
Purpose and Need/Alternatives (Elements 1 & 2)									
Preliminary Draft EA Research and Analysis (Elements 3, 4, & 6)									
Preliminary Draft EA Preparation/Internal Team Review (Element 5)									
Preliminary Draft EA FAA Review (Element 7)									
Draft EA Preparation/Internal Team Review (Element 7)									
Draft EA FAA Review (Element 7)									
NOA/Draft EA Release for Public Review (Element 7)							•		
Preliminary Final EA Preparation/Internal Team Review (Element 7)									
Preliminary Final EA FAA Review (Element 7)									
Final EA Preparation/Internal Team Review (Element 7)									
Final EA FAA Review (Element 7)/Decision to Prepare FONSI (if appropriate)									
NOA/Final EA/FONSI (Element 7)									•

*It is anticipated that the preparation of a Preliminary Draft EA can be completed in approximately 2 months from Notice-to-Proceed. After that time, the schedule will be subject to governmental reviews and approvals.

Color denotes Phase One

Color denotes Phase Two

**CITY OF MARINA
AGREEMENT FOR AIRPORT PLANNING SERVICES**

THIS AGREEMENT is made and entered into on June ____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Coffman Associates, Inc, a Missouri corporation hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to:

Prepare Phase 1 and Phase 2 Environmental Assessments and an Archeological Study and Survey for submission to the Federal Aviation Administration (FAA) for the Marina Municipal Airport, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience, and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion. In the event there is a conflict between this Agreement and the terms of any exhibit or schedule to the Agreement, then the terms of the Agreement will govern

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on _____, 2021 unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by June ____, 2020. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Eighty-eight Thousand One Hundred and Twenty Dollars (\$88,120.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator the Airport Manager who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates :Judi Krauss as its Project Manager_____ who shall coordinate all phases of the Project. The Project Manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, 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. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: _Judi Krauss_____ as Project Manager will represent the Consultant in the performance of this Agreement

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for payment for, administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement

shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) Other than in the performance of design professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, immediately defend (with

independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party unrelated to design professional services does not relieve Contractor from its separate and distinct obligation to defend City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure

of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Contractor may submit a claim to the City for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) This obligation to indemnify and defend, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this

Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor must be in good standing and registered with the California Department of Industrial Relations in accordance with California labor Code section 1725.5 and shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance (Title 5 of the Marina Municipal Code) for which a business license tax is prescribed and assessed at the rate of two-tenths percent (0.002) of gross receipts for work provided to City of Marina, in accordance with the provisions therein. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Judi Krauss - Associate
 Coffman Associates, Inc.
 4835 E. Castus Road, Suite 235
 Scottsdale, AZ 85254

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control except that an economic downturn of any type shall not be a justifiable cause for the failure to meet their respective obligations under this Agreement. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000,

California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Agreement consists of _____ () pages.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Attest: (Pursuant to Reso: 20____ - ____)

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

[Include Work Schedule if required.]

A-1

INSERT EXHIBIT B

Section 3 (a)

- FEE SCHEDULE -

B-1

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

General liability insurance coverage shall be at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for general liability, bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee “As Its Interest May Appear” in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit 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 and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Contractor's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carrier authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to the City.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. 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 the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.