

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 31, 2018 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Aspen Environmental Group, a California corporation, ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide mitigation monitoring services for the construction of the Skechers Design Center and Offices Project ("Skechers Project").

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**, for mitigation and compliance monitoring in accordance with the Mitigation Monitoring and Reporting Plan and conditions of approval in Planning Commission Resolution Nos. PC 18-04, PC 18-05 and PC 18-06, approved March 14, 2018. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Vida Strong, Monitoring Program Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through **July 31, 2021**, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the fee schedule included as **Attachment B to Exhibit A**. In no event shall Consultant be paid more than **\$318,028.00** (the "Maximum Compensation").

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this

Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Payment Subject to Developer Reimbursement Agreement. Consultant acknowledges that, on or about the date of this Agreement, City will have entered into a Reimbursement Agreement with Skechers Design Center, LLC ("Developer"), the proponent of the Skechers Project. Pursuant to the Reimbursement Agreement, the Developer is required to maintain accounts ("Developer's Accounts") with City, with sufficient funds to pay various City costs relating to the Skechers Project, including the Services of Consultant. Consultant acknowledges and agrees that City's obligation to pay invoices submitted by Consultant is subject to there being sufficient funds available in Developer's Accounts to pay the invoice(s). City shall have no obligation to pay Consultant from any source of funds other than funds in Developer's Accounts.

D. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at

any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees,

subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any

insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of **\$1,000,000.00** per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of **\$2,000,000.00** per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of **\$300,000.00** per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of **\$1,000,000.00** per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of **\$2,000,000.00** per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City,

its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or

hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Anne McIntosh
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5503
Email: amcintosh@citymb.info

If to Consultant:

Vida Strong
Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, California 91301-2285
Telephone: (818) 597-3407
Email: vstrong@aspeneg.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical

disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof

shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party

shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

[signatures begin on next page]

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Aspen Environmental Group,
a California corporation

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST:

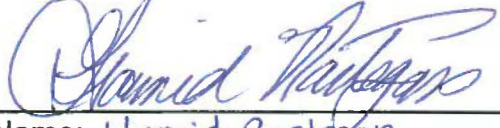
By: _____
Name: Liza Tamura
Title: City Clerk

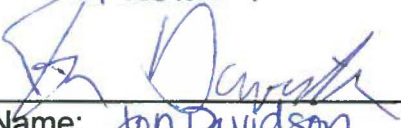
APPROVED AS TO FORM:

By:  _____
for Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By:  _____
Name: Steve Charelian
Title: Interim Finance Director

By:  _____
Name: Hamid Rastegar
Title: President

By:  _____
Name: Jon Davidson
Title: Vice President

**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE



5020 Chesebro Road, Suite 200, Agoura Hills, CA 91301-2285
Tel. 818-597-3407, Fax 818-597-8001, www.aspeneg.com

To: Anne McIntosh, Community Development Director, City of
Manhattan Beach
Eric Haaland, Associate Planner, City of Manhattan Beach
From: Jon Davidson, Aspen Vice President
Vida Strong, Aspen Monitoring Program Manager
Date: June 21, 2018
Subject: Proposal to Implement MMRP for Skechers Facility Construction -
Revised

Thank you for this opportunity to provide this revised proposal to support the City of Manhattan Beach in the implementation of a mitigation monitoring program for the construction of the Skechers Design Center and Executive Offices. In accordance with the Mitigation Monitoring and Reporting Plan (MMRP) (Final EIR, Appendix G) and conditions of approval, Aspen will support the cities of Manhattan Beach and Hermosa Beach in the review of required compliance plans and noise attenuation barrier design; field validation of the implementation of mitigation measures, conditions of approval, and other plan requirements during construction; review of applicant reporting; and preparation of monitoring reports documenting construction and compliance activities. This proposal presents our staffing, scope of work, and budget.

As discussed on June 19, 2018, this revised proposal replaces our April 3, 2018 proposal by incorporating our May 7, 2018 amendment (review of noise attenuation barrier design), plus additional task of review of the draft Construction Management and Parking Plan submitted for the Project.

STAFFING

The monitoring program for the Skechers Project will be overseen by Aspen Monitoring Program Manager, Vida Strong. Vida has been managing monitoring programs for over 20 years for a variety of projects, including numerous construction efforts within the Los Angeles Basin, as well as other urban environments. She will be supported by Senior Environmental Monitor, Jenny Slaughter, who offers 17 years of construction monitoring and biological surveying experience, and who is a certified Storm Water Pollution Prevention Plan (SWPPP) Practitioner and Developer (QSP/QSD). Jenny is well versed in mitigation and plan implementation during construction, including noise and emissions abatement, traffic control, SWPPP best management practices (BMPs), hazardous material management, and biological and cultural resource protection. Resumes for Vida and Jenny are provided in Attachment A. Please let us know if you require additional information.

SCOPE OF WORK

As noted above, the scope of work for this monitoring program includes the following tasks:

- Review of required compliance plans and noise attenuation barrier design,
- Field validation of the implementation of mitigation measures/conditions of approval and plan requirements during construction,
- Review of applicant reporting, and
- Preparation of monitoring reports documenting construction and compliance activities.



Task 1: Review of Required Compliance Plans & Attenuation Barrier Design

Plan Review: The approved mitigation measures and conditions of approval require the preparation of the plans listed below. Aspen will review the plans to ensure that they meet the requirements of the mitigation measures and conditions of approval. Review memos on each plan will be provided to the City of Manhattan Beach documenting compliance with mitigation requirements, including any omissions. Aspen assumes that the City of Manhattan Beach will coordinate with the City of Hermosa Beach, and will provide review memos directly to Skechers. Alternatively, as discussed on June 19, 2018, Aspen and the applicant can coordinate directly while copying the cities on all correspondence. Aspen assumes two review cycles per plan.

- Archaeological Monitoring Plan
- Soil Management Plan
- Dewatering Plan
- Construction Management & Parking Plan

The mitigation measures/conditions of approval also require the preparation of the following studies and plans. Aspen assumes that these studies/plans will be reviewed by the cities as part of their respective Plan Check processes.

- Final Geotechnical Investigation, including Expansive & Corrosive Soils
- Traffic Control & Improvements

Review of Attenuation Barrier Design. The City has also requested Aspen's assistance in the peer review of the design of the temporary sound attenuation barrier being developed by the applicant. The Scope of Work for review of the temporary sound attenuation barrier design, includes the following:

- Review the Noise Ordinance and Elements of the City of Manhattan Beach and Hermosa Beach.
- Review the published Final Environmental Impact Report's Noise section.
- Review the sound attenuation barrier design submitted to the cities.
- Provide a letter discussing the proposed sound attenuation barrier and if it sufficiently complies with the project requirements as it pertains to noise.
- Participate in a phone conversation with your office and/or the cities to discuss our findings.
- Review an additional sound attenuation barrier design from the contractor, if required, to address the suggested modifications by our team.

Task 2: Field Validation of Mitigation/COA and Plan Implementation

Aspen's monitor will conduct site visits to confirm compliance with all approved mitigation measures and City conditions of approval, including but not limited to implementation of the compliance requirements noted below. Monitoring will be conducted on a random, spot-check basis. Aspen assumes that two monitoring site visits will be conducted per week over the 30-month construction period, *on average*. Aspen will conduct more than two site visits per week during periods of construction with the greatest potential for non-compliance, or in response to public complaints or City concerns. However, during periods when work is less likely to cause impacts or complaints, less than two sites per week would occur. Designated City staff will be notified via phone and/or email (as desired) when compliance issues are identified. Follow up written reports will be provided as presented below (see Task 4). Aspen assumes that one coordination call will be conducted per month with the cities and Skecher representatives to review construction progress, compliance issues, and potential project changes.

- Review of noise abatement measures to ensure that they are effective, including metering of noise levels.
- Inspection of SWPPP best management practices to ensure no offsite siltation or trackout, effective erosion control, and use of secondary containment.

- Confirmation that traffic control measures are in place and effective.
- Monitoring of construction scheduling to note any overlap in demolition and grading activities. Review of dust abatement measures to ensure that they are effective.
- Delineation and use of approved work, staging, and parking areas.
- Hazardous material containment and spill response.
- Field validation of required nesting survey, and monitoring of active reduced nest buffer(s), including noise attenuation measures. Aspen's monitor will also survey for nesting birds while on site during the period of February 1 thru September 15 each year.
- Inspect for any damage to public facilities such as curbs, sidewalks, street paving, etc.
- As directed by the City, validation of public complaints and/or applicant response.

Task 3: Review of Applicant Reporting

As noted within the MMRP, the applicant can report to the appropriate City on compliance with mitigation measures. Reporting of compliance must be accompanied by supporting evidence, such as photographs, logs, equipment records, or other documentation. If desired by the cities, Aspen can review and field validate the applicant's reporting.

Task 4: Preparation of Monitoring Reports

Monitoring Reports will be prepared documenting construction and compliance activities, including photo documentation. If desired by the City of Manhattan Beach, the reports will be provided to the City for review and approval prior to distribution. A Monitoring Report will be prepared for each two-week monitoring period.

BUDGET

The budget for each task identified above and associated assumptions are provided below. The budget spreadsheet in Attachment B provides a detailed breakdown of these estimated costs.

Task 1: Review of Required Compliance Plans

Budget: \$7,695

Assumptions:

- Aspen to review Archaeological Monitoring Plan, Soil Management Plan, Dewatering Plan, and Construction Management & Parking Plan.
- Separate comment memos to be provided to the City of Manhattan Beach who will coordinate with the City of Hermosa Beach and Skechers. Alternatively, as discussed on June 19, 2018, Aspen and the applicant can coordinate directly while copying the cities on all correspondence.
- Two review cycles per plan.
- Geotechnical Investigation and Traffic Control & Improvements to be reviewed as part of Plan Checks conducted by the cities.
- Review of original and revised noise attenuation design submittals, preparation of memorandums summarizing review of each, and two calls with the cities.

Task 2: Field Validation of Mitigation/COA and Plan Implementation

Budget: \$279,662

Assumptions:

- Two monitoring site visits per week over the 30-month construction period, *on average*.
- Monthly coordination call.

Task 3: Review of Applicant Reporting

Budget: (Labor costs for this MMRP task are included in the Task 2 budget)

Assumptions:

- Review of applicant reporting and any coordination with the cities is assumed to be conducted during proposed monitoring and reporting hours.

Task 4: Preparation of Monitoring Reports

Budget: \$30,671

Assumptions:

- Monitoring Reports will be prepared for each two-week monitoring period.

TOTAL PROPOSED BUDGET: \$318,028

ATTACHMENT A – RESUMES



Academic Background

Master of Urban Planning, San Jose State University, 1991

BS, Engineering, California Polytechnic State University, San Luis Obispo, 1987

Professional Experience

Ms. Strong has extensive experience in environmental engineering and project management, with an emphasis in the application of CEQA and NEPA in analysis and resultant mitigation monitoring of controversial development projects. She has managed the mitigation monitoring, compliance, and reporting programs for numerous industrial projects on behalf of the permitting agencies. In addition, she has been involved in the management and preparation of environmental documents for numerous industrial projects, requiring the critical application of alternatives development and screening criteria, knowledge of a broad range of issue areas, and extensive local, State, and federal agency coordination.

Aspen Environmental Group.....1994-present

Ms. Strong is/has served as the Aspen Monitoring Program Manager for over 20 years. The following projects are representative of projects conducted within urban environments. As Project Manager, Ms. Strong is responsible for the field monitoring effort, Notice to Proceed and Variance Request/Final Engineering Concurrence recommendations sent to CPUC, agency coordination, and Weekly Reporting.

- **SCE Tehachapi Renewable Transmission Project, Segments 4 through 11, CPUC.** This project involved new construction and upgrade of over 170 miles of 500/220/66-kV transmission within Los Angeles, San Bernardino, and Kern Counties, Angeles National Forest, and numerous cities within Los Angeles and San Bernardino Counties, including installation of 3.5 miles of underground 220 kV circuit in the City of Chino Hills. In addition, the construction of a new substation was required, along with the expansion of existing substations. Construction began in April 2010 and the project was energized in December 2016. During 2017 Aspen has been monitoring restoration and SWPPP close out efforts.
- **SCE West of Devers Upgrade Project, CPUC.** This project involves the removal and upgrade of existing 220 kV transmission lines in San Bernardino and Riverside counties, including the cities of San Bernardino, Loma Linda, Redlands, Colton, Grand Terrace, Beaumont and Banning. In addition, upgrade of substation equipment at Devers, El Casco, Etiwanda, San Bernardino, and Vista Substations will occur to accommodate increased power transfer on 220 kV lines, as well as associated 66 kV, telecommunication, and distribution updates. Substation upgrades began in October 2017 and construction is anticipated to take four years to complete.
- **SDG&E Vine 69/12-kV Substation Project, CPUC.** This project included the construction of the Vine Substation, relocation of several 12-kV distribution circuits within City of San Diego public streets, loop-in of an existing 69-kV power line to the new substation, and upgrade of an existing telecommunication system. Construction began in July 2016 and was completed in December 2017.
- **PG&E Embarcadero-Potrero 230 kV Transmission Project, CPUC.** This project included the construction of a new 230 kV transmission line and associated facilities within the City and County of San Francisco that extends from the existing Embarcadero Substation at the corner of Fremont and Folsom Streets to the existing Potrero Switchyard on Illinois Street between 22nd and 23rd Streets. The majority of the transmission line alignment involved submarine cable installation in the San Francisco Bay, utilizing land-to-sea horizontal directional drills. Construction began in September 2014 and was completed in November 2016.

- **Prado Basin and Santa Ana River Mainstem (Reach 9) Project, Riverside, San Bernardino, and Orange Counties, USACE.** Ms. Strong oversaw the monitoring program for the construction and restoration of this extensive flood control effort, which included the construction of several dikes and Prado Dam improvements. As part of these monitoring efforts, Aspen monitored and mapped the clearing of vegetation at Prado Basin and Reach 9, Phases I and II, of the river. Endangered species residing in the riparian forest, riparian scrub and coastal sage scrub habitat include the Santa Ana sucker, least Bell's vireo, willow flycatcher, and coastal California gnatcatcher. Aspen also prepared the Revegetation Plan for the Reach 9, Phase I, portion of the project and conducted fisheries monitoring. Weekly, Quarterly, and Annual Reports are prepared by Aspen, under the oversight of Ms. Strong, to document hydroseed maintenance, monitoring, construction, and vegetation clearing activities.
- **SCE El Casco System Project, CPUC.** Under contract to the CPUC, Ms. Strong managed the mitigation monitoring, compliance, and reporting program for the SCE El Casco System Project. This project involved construction of a new 220/115/12-kV substation, 15.4 miles of 115-kV subtransmission line upgrades, and associated fiber and substation upgrades within Riverside and San Bernardino Counties, including the Cities of Banning, Beaumont, Yucaipa, and Redlands. Construction of the El Casco System Project took place between February 2009 and June 2013, and the entire system was energized by the end of summer 2013. Validation of restoration efforts occurred for 3 years following construction.
- **Murrieta Creek Flood Control, Environmental Restoration and Recreation Project, Riverside County, USACE.** Ms. Strong oversaw the monitoring program for the clearing, construction, and revegetation effort associated with this flood control effort. Reporting, mapping of cleared vegetation, and photo-documentation of pre- and post-construction conditions were tasks also conducted under this Delivery Order.
- **Kinder Morgan Carson-Norwalk Pipeline Mitigation Monitoring, Compliance, and Reporting Program, CPUC.** Ms. Strong served as Deputy Project Manager for this monitoring and compliance project for construction of a 14-mile products pipeline in southern California refinery area, under contract to the CPUC. She managed construction compliance issues, coordinated with the environmental manager for Kinder Morgan Energy Partners, and prepared monthly reports for the project's Internet web site.
- **SCE El Casco System Project.** This project involved construction of a new 220/115/12-kV substation, 15.4 miles of 115-kV subtransmission line upgrades, and associated fiber and substation upgrades within Riverside and San Bernardino Counties, including the Cities of Banning, Beaumont, Yucaipa, and Redlands. Construction of the El Casco System Project took place between February 2009 and June 2013, and the entire system was energized by the end of summer 2013. Validation of restoration efforts occurred for 3 years following construction.
- **PG&E Northeast San Jose Transmission Reinforcement Project.** This project involved the construction of a 7.3-mile dual 230-kV above and underground circuit, and Los Esteros Substation in the cities of San Jose, Milpitas, and Fremont. Given the proximity of the project to the Bay, sensitive biological resources were present, including the burrowing owl and wetland mitigation sites.



Academic Background

BS, Aquatic Biology, University of California Santa Barbara, 1994

Professional Experience

Ms. Slaughter has over 17 years of biological and compliance monitoring experience in California. She has monitored a variety of large-scale utility installation construction projects including electrical transmission lines (both overhead and underground), photovoltaic solar farm installations, pipelines, fiber optic cable installations (on and offshore), as well as projects in urban environments. As Aspen's Lead Environmental Monitor, Ms. Slaughter has extensive experience in monitoring controversial projects including those traversing federal, state, and local jurisdictions, and those with State and Federal listed species and their habitat. She is familiar with project requirements across every issue, including urban development concerns with noise, traffic, and air quality, and regularly documents compliance with each specific mitigation measure, permit condition, and plan requirements. Ms. Slaughter maintains several professional certifications including Qualified SWPPP Practitioner and Developer (QSP/QSD), Certified Professional in Sediment and Erosion Control (CPESC), Certified Erosion Sediment and Storm Water Inspector (CESSWI), and Visible Emissions Evaluation (VEE). These certifications have provided the qualifications necessary to determine if projects are in compliance with the air quality and storm water permit conditions. Her biological experience involves surveying for listed or special-status species, nesting birds, and plants. She is an avid birder and currently volunteers for both the Santa Barbara Wildlife Care Network and for the USFWS Condor Recovery Project.

Aspen Environmental Group.....2000-present

Ms. Slaughter's recent project experience at Aspen includes the following:

California Public Utilities Commission (CPUC). Under Aspen's environmental services contract with the CPUC, Ms. Slaughter has provided environmental compliance monitoring on a variety of utility construction projects. Her project experience with the CPUC includes the following:

- **SCE's West of Dever's Upgrade Project.** Ms. Slaughter serves as the Lead Environmental Monitor during project construction in Riverside County and on BLM lands. She reviews preconstruction compliance submittals, conducts random spot check compliance inspections during construction, and prepares monitoring reports for the CPUC.
- **SDG&E's Ocean Ranch Substation Project.** Ms. Slaughter serves as the Lead Environmental Monitor during project construction in the City of Oceanside. She reviews preconstruction compliance submittals, conducts random spot check compliance inspections during construction, and prepares monitoring reports for the CPUC.
- **SCE's Banducci Substation Project.** Ms. Slaughter serves as the Lead Environmental Monitor during project construction in the City of Temecula and unincorporated Kern County. She reviews preconstruction compliance submittals, conducts random spot check compliance inspections during construction, and prepares monitoring reports for the CPUC.
- **Vine 69/12 kV Substation Project.** Ms. Slaughter served as the Lead Environmental Monitor during project construction in the City of San Diego. She reviewed preconstruction compliance submittals, conducted random spot check compliance inspections during construction, and prepared monitoring reports for the CPUC. The primary issue area of concern was traffic. Ms. Slaughter regularly monitored the project for compliance with Traffic Control Plans.

- **Southern California Edison Tehachapi Renewable Transmission Project.** Ms. Slaughter serves as the Lead Environmental Monitor for project construction in Kern, Los Angeles, San Bernardino counties and the Angeles National Forest. The project includes approximately 4 miles of 500 kV underground installation. She supervises other Aspen Environmental Monitors, coordinates with other agency representatives, and reviews pre-construction compliance submittals. She prepares weekly monitoring reports to the CPUC. Ms. Slaughter conducted noise monitoring of construction work sites to verify compliance with local regulations.

Biological Experience

- **Biologist, Demolition and Environmental Cleanup Activities at Santa Susana Field Laboratory (NASA).** Ms. Slaughter conducted nesting bird surveys prior to demolition activities at the Santa Susana Field Laboratory. She documented biological resources observed and prepared field survey reports.
- **Barren Ridge Renewable Transmission Line Project, Los Angeles Department of Water and Power (LADWP).** Under Aspen's on-call environmental services contract with the LADWP, Ms. Slaughter provided biological services (nesting bird and desert tortoise) during construction of the 230kV transmission line.
- **Biologist, Calleguas Creek Restoration Project (Ventura Watershed Protection District).** Ms. Slaughter conducted biological monitoring and nesting bird surveys during restoration installation activities of Calleguas Creek in Ventura County.
- **Biologist, Arroyo Simi Diversion Project (Ventura Watershed Protection District).** Ms. Slaughter assisted other Aspen biologists during the stream diversion and participated in the capture and relocation of native fish. She also conducted regular biological monitoring of the site and provided daily monitoring reports.

Certifications and Training

- Qualified SWPPP Developer (QSD) Certificate #26017
- Qualified SWPPP Practitioner (QSP) Certificate #25686
- Certified Professional in Sediment and Erosion Control (CPESC) #8529
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI) #4515
- Current Visible Emissions Evaluation (VEE) Certification
- Certificate of Completion; San Joaquin Valley Air Pollution Control District Compliance Division Regulation VIII-Dust Control Training
- Certificate of Training; California Department of Fish and Wildlife Oil Spill Clean-up Worker
- Certificate of Training; Western Burrowing Owl, Elkhorn Slough Coastal Training Program
- Certificate of Training; Introduction to Surveying, Monitoring, and Handling Techniques Workshop 2011, Desert Tortoise Council
- Bay Area Training Corporation Certification for oil refinery work 2009-2011
- SCUBA Research Certification, University of California, 2000
- Horizontal Directional Drilling Inspector Certification, 2001



Aaron Bétit
Senior Consultant

EDUCATION

BS, Engineering with an emphasis in Acoustics and Music, University of Hartford, 1997

PROFESSIONAL POSITIONS

Acentech, 2011-present

Veneklasen Associates, 1998-2011

Shen Milsom & Wilke, Inc., 1997-1998

EXPERIENCE AND RESPONSIBILITIES

Aaron Bétit's consulting experience encompasses project management and acoustical recommendations for a variety of projects including theaters, studios, education facilities, performance spaces, as well as healthcare, commercial, public, and residential construction. His environmental noise expertise includes acoustical design and computer modeling of power plants, roadways, warning sirens, and water treatment plants. He has provided testing services to assess exterior sound, vibration, sound, and impact noise intrusion.

PAPERS

- "Performance Details of Metal Stud Partitions". Sound and Vibration. March 2010

REPRESENTATIVE CONSULTING PROJECTS

Stone Canyon Water Treatment Facility, Los Angeles, California

Tommie Hotel Noise Impact Peer Review, Hollywood, California

Southern California Edison Mesa Substation, Los Angeles County, California

San Diego Gas and Electric, Vine Substation, San Diego, California

Southern California Edison Circle City Substation, Corona, Norco, Chino, East Vale, California

Southern California Edison Peaker Power Unit Mandalay Substation, Oxnard, California

Southern California Edison Peaker Power Unit Mira Loma Substation, San Bernardino County, California

Southern California Edison Peaker Power Unit Barre Substation, Stanton, California

Southern California Edison, Peaker Power Unit Center Substation, Norwalk, California

Southern California Edison, Peaker Power Unit Etiwanda, Rancho Cucamonga, California

Southern California Edison Songs Warning Siren Acoustical Modeling, San Onofre, California

Southern California Edison Songs Warning Siren Acoustical Testing, San Onofre, California

Metro Universal EIR, Universal City, California

Gerald R. Ford Amphitheater, Traffic Impact Analysis, Vail, CO

NBCUniversal Evolution Plan EIR, Universal City, California

California State Fair Amphitheater EIR, Sacramento, California

Restaurant Depot EIR, Van Nuys, California

Orlando Thrill Park, Peer Review of Environmental Acoustical Assessment, Orlando, FL

Arcadia High School, Performing Arts Center, Arcadia, CA

Villas at Calabasas, Multi-Family acoustical design services, Calabasas, CA

Courtyard Marriott, Acoustical Testing, Los Angeles, CA

Silicon Biosystems, Vibration Testing, San Diego, CA

Kaiser Permanente, Template Hospitals and Support Buildings, Three locations in CA and OR

Playa Vista Soil Treatment, Noise Technical Report, Playa Vista, CA

Red Bull, Corporate Headquarters, Santa Monica, CA

ATTACHMENT B – BUDGET SPREADSHEET

Skechers Construction Monitoring

Budget

Aspen Environmental Group

Labor Costs		Task 1			Task 2						Task 3		Task 4									Total				
		Compliance Plan Review			Construction Monitoring						Applicant Report Review		Reporting													
		2018			2018 (6 months)		2019 (12 months)			2020 (12 months)			(Labor hours for this MMRP task are included in Task 2)		2018 (6 months)			2019 (12 months)			2020 (12 months)					
Category or Name	Role	Rates	Hours	Amount	Hours	Amount	Rates	Hours	Amount	Rates	Hours	Amount	Hours	Amount	Rates	Hours	Amount	Rates	Hours	Amount	Rates	Hours	Amount	Hours	Amount	
Jon Davidson	Principal-in-Charge	\$210.00	1	\$210	1	\$210	\$217.35			\$224.96	0	\$0	0	\$0	\$210.00	0		\$217.35			\$224.96			2	\$420	
Vida Strong	Mitigation Monitoring	\$195.00	12	\$2,340	25.2	\$4,914	\$201.83	50.4	\$10,172	\$208.89	50.4	\$10,528	0	\$0	\$195.00	12.6	\$2,457	\$201.83	25.2	\$5,086	\$208.89	25.2	\$5,264	201	\$40,761	
Jenny Slaughter	Mitigation Monitoring	\$136.00	20	\$2,720	302.4	\$41,126	\$140.76	604.8	\$85,132	\$145.69	604.8	\$88,111	0	\$0	\$136.00	25.2	\$3,427	\$140.76	50.4	\$7,094	\$145.69	50.4	\$7,343	1658	\$234,953	
Accounting	Invoicing, Cost Tracking	\$125.00	1	\$125	6	\$750	\$129.38	12	\$1,553	\$133.90	12	\$1,607	0	\$0	\$125.00	0		\$129.38			\$0	\$133.90			31	\$4,034
Admin. Assistant	Clerical Support	\$100.00	1	\$100	6	\$600	\$103.50	12	\$1,242	\$107.12	12	\$1,285	0	\$0	\$100.00	0		\$103.50			\$0	\$107.12			31	\$3,227
TOTAL			35	\$5,495	341	\$47,600		679	\$98,098		679	\$101,532	0	\$0		38	\$5,884		76	\$12,180		76	\$12,607	1923	\$283,396	

* Including fringe benefits, overhead, and fee.

Task 2 LABOR Total: \$ 247,230

Task 4 LABOR Total: \$ 30,671

Non-Labor Costs

Direct Project Cost Item	Unit Cost																	
Printing & CD reproduction	-																\$0.00	
Mileage - 2 Wheel Drive (per mile)	\$0.54	\$0.00					\$6,804.00										\$6,804.00	
Mileage - 4 Wheel Drive (per mile)	\$0.75																\$0.00	
Travel (hotel)	-						\$17,640.00										\$17,640.00	
Travel (meals)	-						\$5,040.00										\$5,040.00	
Outside Services (Acoustic Consultant)	-	\$2,000.00															\$2,000.00	
Document/Data Acquisition	-																\$0.00	
Miscellaneous	-							\$0.00									\$0.00	
Subtotal ODC Cost			\$2,000.00				\$29,484.00	\$0.00					\$0.00				\$31,484.00	
Aspen Fee 10%			\$200.00				\$2,948.40	\$0.00					\$0.00				\$3,148.40	
Total ODC Cost			\$2,200.00				\$32,432.40	\$0.00					\$0.00				\$34,632.40	

Total Cost by Task	\$7,695	\$279,662	\$0	\$30,671	\$318,028
--------------------	---------	-----------	-----	----------	-----------