

C-5099

**PROFESSIONAL SERVICES AGREEMENT  
WITH COASTAL RESOURCES MANAGEMENT, INC. FOR  
EELGRASS HABITAT MAPPING FY12-13**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of this 1<sup>st</sup> day of February, 2013 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and COASTAL RESOURCES MANAGEMENT, INC., a California corporation ("Consultant"), whose address is 3334 E. Coast Highway, Corona del Mar, California 92625 and is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to perform surveys for Eelgrass Habitat Mapping FY12-13 ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. The principal member of Consultant for purposes of Project shall be Rick Ware.
- E. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

**1. TERM**

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2014 unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement. Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). The City may elect to delete certain Services within the Scope of Services at its sole discretion.

**3. TIME OF PERFORMANCE**

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule

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

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

3.2 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator (as defined in Section 6 below) not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

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

#### 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates or Progress Payments Schedule attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Forty-Nine Thousand, Six Hundred One Dollars and 28 /100 (\$49,601.28)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

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

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

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

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## **5. PROJECT MANAGER**

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

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

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

## **6. ADMINISTRATION**

This Agreement will be administered by the Public Works Department. Chris Miller, Harbor Resources Manager or his/her designee, shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his/her designee shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

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

## **8. STANDARD OF CARE**

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with the highest professional standards. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one (1) or more first-class firms performing similar work under similar circumstances.

8.2 All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that

the Work conforms to the requirements of this Agreement; all applicable federal, state and local laws; and the highest professional standard.

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

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

## **9. HOLD HARMLESS**

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

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

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its

employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

#### **11. COOPERATION**

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

#### **12. CITY POLICY**

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

#### **13. PROGRESS**

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

#### **14. INSURANCE**

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

#### **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **16. SUBCONTRACTING**

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

## **17. OWNERSHIP OF DOCUMENTS**

17.1 Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents to City upon prior written request.

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

## **18. COMPUTER DELIVERABLES**

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

## **19. CONFIDENTIALITY**

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

## **20. INTELLECTUAL PROPERTY INDEMNITY**

The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for

infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## **21. RECORDS**

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

## **22. WITHHOLDINGS**

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

## **23. ERRORS AND OMISSIONS**

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

## **24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS**

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

## **25. CONFLICTS OF INTEREST**

25.1 The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 26. NOTICES

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

Attn: Chris Miller, Harbor Resources Manager  
Public Works Department  
City of Newport Beach  
3300 Newport Boulevard  
PO Box 1768  
Newport Beach, CA 92658  
Phone: (949) 644-3043  
Fax: (949) 723-0589

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

Attn: Rick Ware  
COASTAL RESOURCES MANAGEMENT, INC.  
3334 E. Coast Highway  
Corona del Mar, CA 92625  
Phone: (949) 412-9446  
Fax: (949) 675-2970

## 27. CLAIMS

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

## 28. TERMINATION

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

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

## 29. STANDARD PROVISIONS

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

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

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

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

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

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

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

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

29.9 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

29.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

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

**[SIGNATURES ON NEXT PAGE]**

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

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 12/18/12

By: [Signature] (for)  
Aaron G. Harp  
City Attorney

*YSA  
12/17*

**CITY OF NEWPORT BEACH,  
A California municipal corporation**

Date: 1-22-13

By: [Signature]  
Dave Webb  
Public Works Director

**ATTEST:**  
Date: 2-1-13

By: [Signature]  
Leilani I. Brown  
City Clerk

**CONSULTANT: COASTAL RESOURCES  
MANAGEMENT, INC., a California  
corporation**

Date: 1-8-13

By: [Signature]  
Rick Ware  
President & Treasurer



**[END OF SIGNATURES]**

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

**EXHIBIT A  
SCOPE OF SERVICES**



## SCOPE OF WORK

### EELGRASS HABITAT MAPPING

Coastal Resources Management, Inc. (CRM) proposes to conduct a bay-wide eelgrass (*Zostera marina*) mapping project to document the extent and abundance of this seagrass within Newport Bay between the ocean entrance channel and the De Anza Marsh Peninsula in Upper Newport Bay.

**Field Surveys.** Eelgrass vegetation will be mapped using a Global Position System (GPS) and a team of CRM biologists consisting of a diver and a surface support biologist. First, the diving-biologist swims underwater transects within an area to locate eelgrass. Once the eelgrass bed is located, the diver-biologist marks the beginning of the eelgrass with a yellow buoy. The surface support biologist working from a kayak then initiates tracking of the biologist diver using GPS technology as he swims the perimeter of the individual eelgrass bed. Once the diver returns to the beginning point, the GPS track is terminated. The resulting data is a GIS polygon of the eelgrass bed. Eelgrass patches less 3 square meters in size are referenced as a GPS "point". The accuracy of the mapping will be approximately one meter using differential Magellan GPS post-processing software.

We will also collected information on eelgrass "turion" density, which provides an indication of eelgrass vegetation within the perimeter of the bed. Turions are eelgrass units consisting of the above-sediment portion of the eelgrass consisting of a single shoot and "blades" (leaves) that sprout from each shoot (Figure 1). Turion density will estimated at fourteen sites by the SCUBA-diving biologist counting the number of live, green shoots at the sediment/shoot interface within replicated 0.07 square meter (sq m) quadrats. Thirty replicate counts will be made at each site with shallow, mid, and deep portions of the eelgrass bed.

Other background information collected during the survey will include general eelgrass health, eelgrass blade lengths and widths, sedimentary conditions (sand or silt), water visibility, water depth, and plants and animals observed in the eelgrass beds during the survey.

**Data Analysis.** Field data will be downloaded into a laptop computer using Geographic Information Systems Software (Magellan Mobile Mapping Software, GPS PRO Tracker, and ArcGIS 10.0. Upon completion of the survey, CRM will transfer the resulting eelgrass GIS data files to the City of Newport Beach GIS Division. The GIS Division will then enter this information into the City's GIS database and provide CRM with the results for each of the 17 identified regions. These data will then be used by CRM to prepare the final project report. Eelgrass turion density will be analyzed by station, with a comparative analysis between stations and for all surveys (4). Summary statistics for each station will include mean, median, standard deviation, number of samples and minimum and maximum values. Where appropriate, statistical analysis will be employed to identify significant relationships between sampling sites and years.



Figure 1. Parts of an Eelgrass Plant. One shoot and associated blades on a shoot make up an eelgrass “turion” unit.

The horizontal survey datum to be used will be NAD 83, State Plane California VI, FIPS 0406 (feet). CRM’s team will work with the City of Newport Beach to ensure that all datums, formats, and procedures used during the mapping survey will be compatible with established protocols of the City of Newport Beach GIS mapping department.

**Report Preparation.** CRM will produce a final eelgrass mapping studies report. For presentation and area calculation purposes, as well as consistency with previous CRM studies, the data will be sectioned into 17 eelgrass mapping “regions” (Figure 2). Comparisons with previous years as well as between regions will be made using tabular and graphic formats. Secondly, the information will be presented relative to established “Eelgrass Zones” based upon eelgrass abundance data collected since 2003 (“Stable Eelgrass Zone, Transitional Eelgrass Zone and Unvegetated Zone”). Hierarchical clustering analysis will also be used to visually present the data. This technique clusters sites together, based on the similar biological attribute values (i.e., eelgrass areal cover and eelgrass turion density) and/or oceanographic attributes (i.e., light levels, dissolved oxygen, temperature, salinity, and depth).

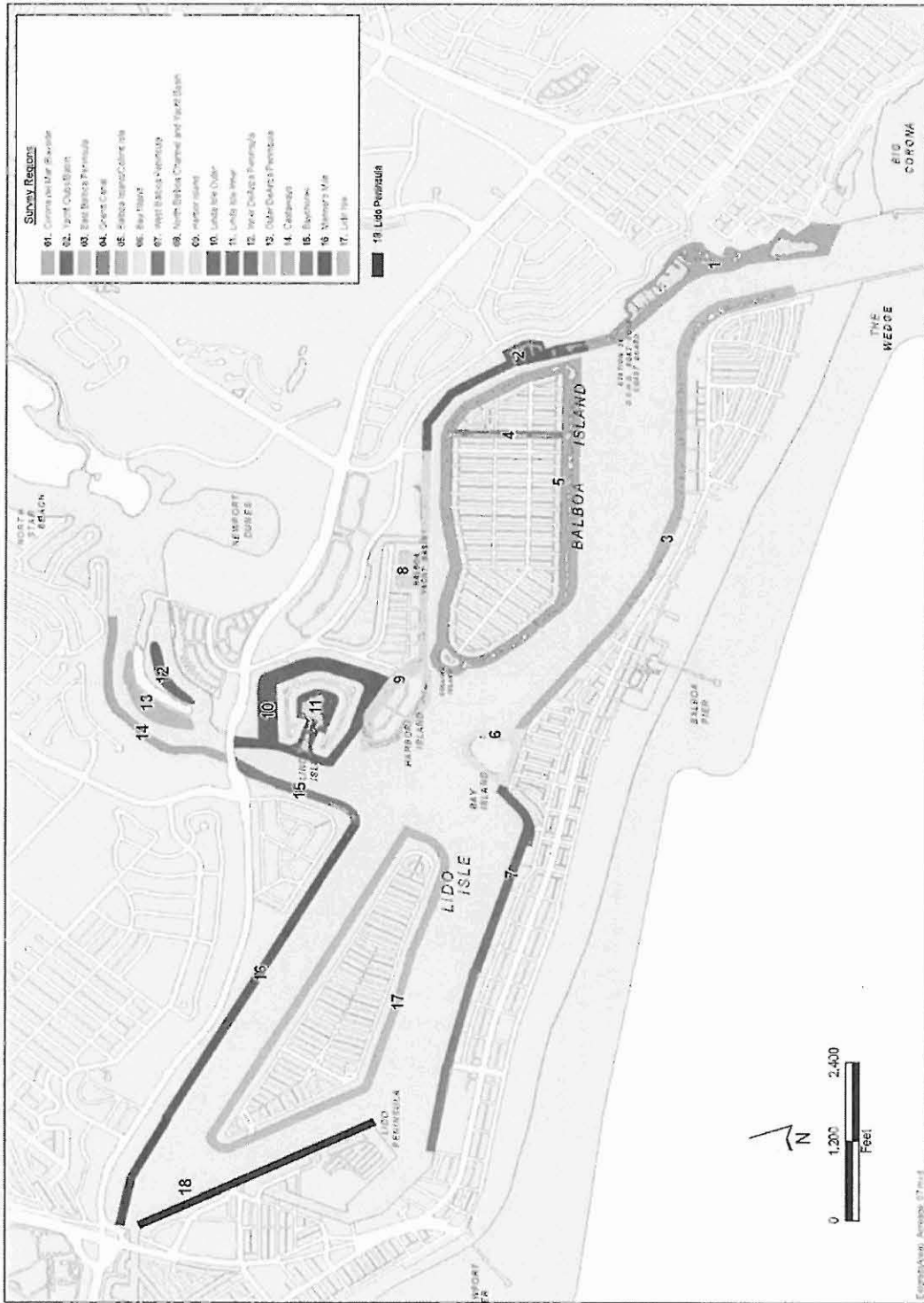


Figure 2. Eelgrass Survey Regions



Data obtained during the eelgrass survey will be available for City managers and the public on the Harbor Resources Department website. This website allows the public to view an aerial photograph of Newport Bay and the mapped locations of eelgrass for all years when the surveys have been conducted. In addition, users can type in a street address to determine if eelgrass beds or smaller patches area are located near or in front of their property.

### **Deliverables**

**Field Surveys.** The eelgrass habitat mapping field surveys are expected to take about nine months to complete; about 34 linear miles of bay bottom habitat at depths between the low tide zone and a depth of -10 ft MLLW need to be surveyed.

**On-line Eelgrass Habitat Map.** CRM will provide the eelgrass field survey GIS files to the City GIS Department for integration into the City database and to provide CRM with final acreage calculations. CRM will submit the draft GIS files to the City within 30 days following the completion of the last segment of the eelgrass dive survey. The City will then post the results of the 4<sup>th</sup> Newport Bay Eelgrass Habitat Mapping Survey on the public-accessible website.

**Final Project Report.** CRM will produce and deliver the final eelgrass mapping analysis report to the City of Newport Beach Harbor Resources Division 90 days following the receipt of the final eelgrass map GIS files and acreage calculations from the CNB GIS Department.

**Project Updates and Invoices.** CRM will provide monthly project status updates and monthly invoices to the Harbor Resources Manager.

**Team Members.** The primary survey team will include Mr. Rick Ware (B.S. Zoology, M.A., Biology, CSULB); Mr. Stephen Whitaker (B.S. Marine Biology, College of Charleston, South Carolina, Masters of Biology CSU Fullerton); Mr. Mike Anghera (B.S. Marine Biology, UC Santa Barbara; Dive Safety Officer with UCLA and CSU San Diego; Mr. Tom Gerlinger (B.S. Biology, Ohio State University, M.A. Biology CSULB); and Miss Robin Kohler, Marine Technician, CRM. These individuals have conducted prior CRM eelgrass habitat mapping surveys for the City and have extensive experience conducting eelgrass bed resource surveys throughout southern California. Mr. Ware will be the principal investigator/project manager. He has 34 years of experience conducting marine biological studies throughout California, with extensive experience in Newport Bay.

City of Newport Beach GIS personnel (Mr. Scott Watson and Mr. Ryan Stadlman) will prepare the City GIS graphics and eelgrass area habitat area calculations based on CRM's field work, similar to previous years. Mr. Chris Miller, CNB Harbor Resources Department Manager will be CRM's Newport Beach Project Manager.

**EXHIBIT B**  
**SCHEDULE OF BILLING RATES**



## Exhibit 1. Eelgrass Mapping Studies Costs

<b>TASK 1: DIVER/DGPS SURVEYS</b>						
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Subtotal</b>	<b>Task Cost</b>	
Senior Marine Biologist	125	\$85	\$10,625.00			
Marine Biologist	140	\$75	\$10,500.00			
Marine Biologist	280	\$35	\$9,800.00			
<b>Total</b>	<b>545</b>	<b>Hrs</b>		<b>\$30,925.00</b>		
<b>Direct Charges</b>						
Phone/Fax			\$100.00			
SCUBA Tank Rental/Fill Charge			\$2,100.00			
Dive Equipment Charges 1 sets, 35 days, \$35/day)			\$1,925.00			
Vessel (two vessels, \$150/day 35 field days)			\$5,250.00			
Differential GPS (35 field days)			\$1,750.00			
Launch Fees (6 days @ \$20.00/day)			\$120.00			
Mileage (40mi, 35 days @\$0.528 /mi)			\$739.20			
			<b>Subtotal</b>			
			<b>Directs</b>	<b>\$11,984.20</b>		
			<b>15% Fee on Outside Directs</b>	<b>\$458.88</b>		
			<b>Total Task 1</b>		<b><u>\$43,368.08</u></b>	
<b>TASK 2: GIS DATA INTEGRATION AND REPORT</b>						
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Subtotal</b>	<b>Task Cost</b>	
Senior Marine Biologist	60	\$85	\$5,100.00			
Marine Biologist			\$0.00			
<b>Total</b>	<b>60</b>	<b>Hrs</b>		<b>\$5,100.00</b>		
<b>Direct Charges</b>						
Graphics/Photos			\$100.00			
			<b>Subtotal</b>			
			<b>Directs</b>	<b>\$100.00</b>		
			<b>Total Task 2</b>		<b><u>\$5,200.00</u></b>	
<b>TASK 3: MANAGEMENT/MEETINGS</b>						
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Task Cost</b>		
Senior Marine Biologist	12	\$85	\$1,020.00			
Marine Biologist	0	\$35	\$0.00			
<b>Total</b>	<b>12</b>	<b>Hrs</b>		<b>\$1,020.00</b>		
<b>Direct Charges</b>						
Mileage (25 mi @ \$0.528/mi)			\$13.20			
			<b>Subtotal</b>			
			<b>Directs</b>	<b>\$13.20</b>		
			<b>Total Task 3</b>		<b><u>\$1,033.20</u></b>	
<b>TOTAL PROPOSED COSTS</b>					<b>\$49,601.28</b>	



**Exhibit 2.**  
**COASTAL RESOURCES MANAGEMENT, INC.**  
**NEWPORT BAY EELGRASS MAPPING FEE SCHEDULE**  
**(Effective 1 January 2012)**

<b>LABOR</b>	<b>RATE PER HOUR</b>
SENIOR MARINE BIOLOGIST	\$85.00
MARINE BIOLOGIST	\$75.00
MARINE TECHNICIAN II	\$55.00
MARINE TECHNICIAN I	\$35.00
WORD PROCESSOR	\$45.00

<b>EQUIPMENT RATE</b>	<b>COST (\$)</b>
Automobile mileage	\$0.528 per mile
Computer charges	15.00 per hour
Facsimile	2.00 per page
SCUBA equipment	35.00 per day
SCUBA tank refills	15.00 per tank
Dive Insurance Surcharge	100.00 per day
Underwater 35 mm photographic equipment	55.00 per day
Differential GPS Unit	35.00 per day
Digital Cameras	\$50.00 per day
Underwater 1/8 sq. meter photo jig	\$15.00 per day
Underwater video equipment	\$85.00 per day
Video/Digital editing services	25.00 per hour
Photocopy (in-house)	0.25 per page
Vessel-13.5 ft inflatable w/ 9 hp engine and Kayak	150.00 per day
VHF radios	10.00 per day
Transect tapes and quadrats	10.00 per day
Diver-operated box corers (one liter capacity, set of 5 each)	\$25.00 per day
Benthic sampling wash down screens/equipment	\$10.00 per day
Refractometer	10.00 per day
Soil salinity tester	10.00 per day
LaMotte 2020we turbidity meter	25.00 per day
pH and redox meter	25.00 per day
50 foot beach seine net	25.00 per day
Containers, whirl packs, etc.	at cost

<b>SUBSISTENCE</b>	<b>COST (\$)</b>
Lodging/overnight	at cost
Per diem (half day)	40.00
Per diem (full day)	75.00

Note: Charges for outside rental of equipment or services will be re-billed at a cost plus 15% handling fee. This may include, but is not limited to travel costs, sampling equipment, vessels, aerial photographic services, reproduction, communications equipment, and outside contractors. Invoices are due and payable upon presentation. Accounts more than 30 days past due may be subject to interest charges at the rate of 1.5% per month on the unpaid balance.

## EXHIBIT C

### 1. INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1.1 Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

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

*RRW*  
*not required*  
1.3 Coverage Requirements. *single employee firm*  
1.3.1 Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

1.3.1.1 Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

1.3.2 General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

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

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

1.4 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

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

1.4.2 Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

1.4.3 Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

1.4.4 Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

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

1.5.1 Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.5.2 City's Right to Revise Requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant sixty (60) days advance written notice of

such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

1.5.4 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

1.5.5 Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

1.5.6 City Remedies for Non Compliance If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

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

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

**CERTIFICATE OF INSURANCE  
CHECKLIST  
City of Newport Beach**

This checklist is comprised of requirements as outlined by the City of Newport Beach. \*

Date Received: 1/18/13 Dept./Contact Received From: Tania  
 Date Completed: 1/22/13 Sent to: Tania By: Renee  
 Company/Person required to have certificate: Coastal Resources Management, Inc.  
 Type of contract: All Other

**I. GENERAL LIABILITY**

- EFFECTIVE/EXPIRATION DATE: \_\_\_\_\_
- A. INSURANCE COMPANY: American Safety Indemnity Company
- B. AM BEST RATING (A- : VII or greater): A; IX
- C. ADMITTED Company (Must be California Admitted):  
 Is Company admitted in California?  Yes  No
- D. LIMITS (Must be \$1M or greater): What is limit provided? \$1,000,000 / \$2,000,000
- E. ADDITIONAL INSURED ENDORSEMENT – please attach  Yes  No
- F. PRODUCTS AND COMPLETED OPERATIONS (Must include): Is it included? (completed Operations status does not apply to Waste Haulers or Recreation)  Yes  No
- G. ADDITIONAL INSURED FOR PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT (completed Operations status does not apply to Waste Haulers)  Yes  No
- H. ADDITIONAL INSURED WORDING TO INCLUDE (The City its officers, officials, employees and volunteers): Is it included?  Yes  No
- I. PRIMARY & NON-CONTRIBUTORY WORDING (Must be included): Is it included?  Yes  No
- J. CAUTION! (Confirm that loss or liability of the named insured is not limited solely by their negligence) Does endorsement include "solely by negligence" wording?  Yes  No
- K. ELECTED SCMAF COVERAGE (RECREATION ONLY):  N/A  Yes  No
- L. NOTICE OF CANCELLATION:  N/A  Yes  No

**II. AUTOMOBILE LIABILITY**

- EFFECTIVE/EXPIRATION DATE: 4/15/12 to 4/15/13
- A. INSURANCE COMPANY: American Safety Indemnity Co
- B. AM BEST RATING (A- : VII or greater) A; IX
- C. ADMITTED COMPANY (Must be California Admitted):  
 Is Company admitted in California?  Yes  No
- D. LIMITS - If Employees (Must be \$1M min. BI & PD and \$500,000 UM, \$2M min for Waste Haulers): What is limits provided? \$1,000,000
- E. LIMITS Waiver of Auto Insurance / Proof of coverage (if individual) (What is limits provided?) N/A
- F. PRIMARY & NON-CONTRIBUTORY WORDING (For Waste Haulers only):  N/A  Yes  No
- G. HIRED AND NON-OWNED AUTO ONLY:  N/A  Yes  No
- H. NOTICE OF CANCELLATION:  N/A  Yes  No

- III. WORKERS' COMPENSATION  
 EFFECTIVE/EXPIRATION DATE: Signed WC Exemption Received 1/30/13
- A. INSURANCE COMPANY: \_\_\_\_\_
- B. AM BEST RATING (A- : VII or greater): \_\_\_\_\_
- C. ADMITTED Company (Must be California Admitted):  Yes  No
- D. WORKERS' COMPENSATION LIMIT: Statutory  Yes  No
- E. EMPLOYERS' LIABILITY LIMIT (Must be \$1M or greater) \_\_\_\_\_
- F. WAIVER OF SUBROGATION (To include): Is it included?  Yes  No
- G. SIGNED WORKERS' COMPENSATION EXEMPTION FORM:  N/A  Yes  No
- H. NOTICE OF CANCELLATION:  N/A  Yes  No

ADDITIONAL COVERAGE'S THAT MAYBE REQUIRED

- IV. PROFESSIONAL LIABILITY  N/A  Yes  No
- V POLLUTION LIABILITY  N/A  Yes  No
- V BUILDERS RISK  N/A  Yes  No

**HAVE ALL ABOVE REQUIREMENTS BEEN MET?**  Yes  No  
**IF NO, WHICH ITEMS NEED TO BE COMPLETED?**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved:

1/30/13

\_\_\_\_\_  
 Agent of Alliant Insurance Services  
 Broker of record for the City of Newport Beach

\_\_\_\_\_  
 Date

**RISK MANAGEMENT APPROVAL REQUIRED** (Non-admitted carrier rated less than \_\_\_\_;  
 Self Insured Retention or Deductible greater than \$ \_\_\_\_\_)  N/A  Yes  No

Reason for Risk Management approval/exception/waiver:  
General Liab & Auto Liab Carrier is Non-Admitted. Need Risk Management Approval. 1/22/13 Sheri Anderson  
approves Non-Admitted status.

Approved:

\_\_\_\_\_  
 Risk Management

\_\_\_\_\_  
 Date

\* Subject to the terms of the contract.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MMDD/YYYY) 1/15/2013
<b>PRODUCER</b> HERITAGE WEST INSURANCE 2365 El Camino Ave Ste G Sacramento, CA 95821 (916) 488-9945		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> COASTAL RESOURCES MANAGEMENT INC PMB 327 3334 EAST COAST HIGHWAY CORONA DEL MAR CA 92625		
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC#</b>
		INSURER A: AMERICAN SAFETY INDEMN INS
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

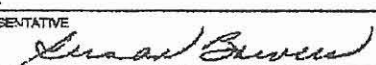
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ENV016184 12 06	4/15/12	4/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ENV016184 12 06	4/15/12	4/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS: <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		PROFESSIONAL LIABILITY	ENV016184 12 06	4/15/12	4/15/13	\$1,000,000 PER OCC \$2,000,000 PER AGGR CLAIMS MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**ENVIRONMENTAL CONSULTING.**

<b>CERTIFICATE HOLDER</b>  PUBLIC WORKS DEPT CITY OF NEWPORT BEACH 3300 NEWPORT BLVD NEWPORT BEACH CA 92663 ATTN: TANIA MOORE FAX: 949 644 3318	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>BE OBLIGATED</del> TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <del>BY MAIL TO 30 DAYS</del> I HEREBY RELEASE AND WAIVE ANY AND ALL RIGHTS, CLAIMS AND DEMANDS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, AGAINST THE ISSUING INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

**POLICY NUMBER:** ENV016184 12 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Schedule**

**Name of Person or Organization :**  
CITY OF NEWPORT BEACH, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

**THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTING**

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.**

**POLICY NUMBER:** ENV016184 12 06

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

**Name of Person or Organization:**

Any person, organization or project with whom the named insured executes a written contract prior to the start of a project and which is shown on a certificate of insurance issued by our authorized representative

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CERTIFICATE OF EXEMPTION FROM  
WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this 29 day of January, 2013, at  
Coronado del Mar, California.

Robert R. Ware President  
[Add Consultant's name and title]  
