

Attachment B

Professional Services Agreement with
Dokken Engineering

**PROFESSIONAL SERVICES AGREEMENT
WITH DOKKEN ENGINEERING FOR
BIRCH STREET PAVEMENT REHABILITATION DESIGN SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 28th day of July, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and DOKKEN ENGINEERING, a California corporation ("Consultant"), whose address is 110 Blue Ravine Road, Suite 200, Folsom, CA 95630, 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 provide Birch Street pavement rehabilitation design services including, but not limited to, project management, coordination, administration, preliminary engineering, final design/construction documents, and construction support services. ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

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

3. TIME OF PERFORMANCE

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

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

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

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

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Fifty-Six Thousand Two Hundred Dollars and 00/100 (\$356,200.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

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

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

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

5. PROJECT MANAGER

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

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

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

6. ADMINISTRATION

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

7. CITY'S RESPONSIBILITIES

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

8. STANDARD OF CARE

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

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

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

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

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, 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, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by 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 Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

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

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

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

17.3 Computer Aided Design and Drafting (“CADD”) data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings

shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

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

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

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

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.

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

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

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

Attn: Kimberly Wender
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

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. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

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

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

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

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

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

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

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

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

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

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin,

ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

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

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

[SIGNATURES ON NEXT PAGE]

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

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

Date: Jul 8, 2026

By: *Christy Duquette (for)*
Christy Duquette (for) (Jul 8, 2026 10:46:39 PDT)
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: Dokken Engineering, a
California corporation

Date: _____

By: _____
John A. Klemunes, Jr.
Chief Executive Officer

Date: _____

By: _____
Camran Sadeghi
Secretary and Chief Financial Officer

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES



1. Scope of Services

Based on our initial site visit with field measurements and photos, we have developed a detailed Scope of Services with specific milestone tasks associated with the work required to deliver the Birch Street Pavement Rehabilitation Project (Project No. 27R13) from concept design to final Contract Documents ready for the City of Newport Beach to advertise for bids.

TASK 1 - PROJECT MANAGEMENT, COORDINATION, & ADMINISTRATION

This task provides project management services for the duration of the project. Management of the project team will occur through a focused effort involving continuous communication, active coordination, budget monitoring and planning. **Kimberly Wender, PE** will be Dokken's Project Manager assigned for the duration of the project. She will facilitate internal and external meetings (kickoff, six (6) design PDTs, focus meetings, submittal review meetings, and the pre-construction meeting), manage subconsultants, monitor/drive the project schedule, and prepare/execute a Quality Control Plan throughout the design phase.

1.1 KICK-OFF MEETING

Upon the issuance of a Notice to Proceed from the City of Newport Beach, Dokken's project manager will meet with the City's project manager to coordinate the meeting agenda items, date, time, and place. The agenda will be prepared by Dokken's Project Manager and include, at a minimum, the project's goals, objectives, tasks, timeline, expectations of the City of Newport Beach, and funding requirements. Detailed meeting minutes will be provided and distributed for comments within two (2) business days of the meeting.

✓ ***Deliverables: Meeting Agenda, Minutes, Action Items (PDF and MS word format)***

1.2 PROGRESS MEETINGS

Dokken's Project Manager will conduct six (6) collaborative progress meetings. Attendees will include the Dokken's Project Manager, task leaders, as needed, City of Newport Beach staff and other stakeholders as necessary. All parties will work together to monitor project progress, prepare for next steps, discuss completed tasks, conduct problem-solving, and ensure the project remains within the designated timeframe as well as within budget. Detailed meeting minutes will be provided and distributed for comments within two (2) business days of each meeting. The progress meetings or PDT meetings will be supplemented by conference calls, as needed.

✓ ***Deliverables: Agendas/Minutes/Action Items, Reports, Schedule/Budget updates (PDF and MS file format)***

1.3 SCHEDULE

In coordination with the Kick-off meeting, Dokken's Project Manager will update the Schedule as shown in **Section 2** with more specific details/sub-tasks for a baseline project delivery schedule to be used by the project team. This schedule will be presented to the City's project manager for comment and updated, on an as-needed basis.

✓ ***Deliverables: Detailed project schedule and updates on an as-needed basis (PDF)***

1.4 COORDINATION AND ADMINISTRATION

Dokken's Project Manager will work closely with the City, stakeholders, and sub-consultants to uphold the project schedule and budget, and be proactive in critical thinking, problem solving, and communication to minimize project delays. Communication will be transparent and proactive in addressing any issues, so the City can make informed decisions.

✓ ***Deliverables: Communication documentation (PDF, MS file format, and e-mails)***

1.5 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Dokken's Project Manager will be accountable and responsible for delivering the project to completion. All deliverables will go through a thorough quality assurance/quality control process prior to being submitted to the City for review. Exhibits, written reports/studies, plans, specifications, estimates, and support documentation will be checked, corrected, and backchecked for accuracy and completeness. Each subsequent submittal will have a



response to comments included for reference. Dokken uses Bluebeam Revu Software for all QA/QC activities, which the City can access and provide all design plan, specifications, reports, and estimate comments for paperless review, simultaneous commenting, cloud-based record keeping, and clean response to comments.

✓ ***Deliverables: Quality Assurance/Quality Control checks (Bluebeam Revu (PDF) and MS file formats).***

TASK 2 – PRELIMINARY ENGINEERING

2.1 RECORDS RESEARCH AND DATA COLLECTION

Dokken's Project Manager shall coordinate with the City's project manager to obtain all available City records within the project area. Additionally, the Dokken design team shall obtain any other record drawings and documents relevant to the project location to supplement the City's documents. Record drawings and documents can include, but are not limited to, existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, reports, etc.

✓ ***Deliverable: Compiled Record Documents (PDF)***

2.2 UTILITY VERIFICATION & COORDINATION

2.2.1 Utility Notification

As part of the initial kick-off meeting, Dokken's Project Manager will request City staff provide the first utility maps and documentation from the utility companies to the Dokken design team (Response to A Letters) with a list of contacts for utility companies with facilities in the project limits. Dokken's design team will add the utility mapping received and responses to the records research documentation files as part of Task 2.1. Thereafter, we will coordinate with the City to send notifications to all utility companies within the project limits at the 60% (Letter B), and 100% design stage (Letter C) for review to determine any possible conflicts with proposed improvements and potential relocations. Dokken's design team will work closely with utility companies to resolve any conflict prior to final design. All final utility adjustments or relocations will be noted on the plans with specific callouts. A comprehensive log will be preserved throughout the project and provided to the City upon request.

✓ ***Deliverables: Utility Notices (B and C), mapping received, responses, and Utility Matrix (PDF and MS Word)***

2.2.2 Utility Coordination Meetings

The Dokken design team will also set up and attend utility coordination meetings, as needed, with those affected utilities requiring additional coordination.

2.2.3 Utility Base Mapping

The Dokken design team will also perform a utility search for affected utilities in the project area, including a review of the utility work compiled to date. The search will include field verification and comparison to the utility and improvement as-builts provided as part of Task 2.1 to identify any conflicts. We will prepare a database of utility records indicating the type of utility, owner, drawing number, and other vital information.

✓ ***Deliverables: Utility Mapping and Meeting Minutes (PDF and AutoCAD)***

2.3 DESIGN SURVEYING

2.3.1 Control Surveys

Dokken's sub-consultant (Guida) will establish Horizontal and Vertical project control for the project area. Prior to sending the crew out to the field, the Guida project manager will review the project requirements with the project team to develop a control plan that will meet the project requirements for datums, epochs, and accuracies. The survey crew will be provided with a field package which will include the appropriate information for known controls, field notes will be maintained throughout the survey, and redundancy of measurements made to confirm accuracies are being met. All control data will be reviewed and adjusted in the office and the resultant control values issued for all subsequent work on the project. It is assumed that these controls are tied to the Orange County Horizontal and Vertical control network, which is assumed to be North American Datum of 1983 (NAD83)



and the North American Vertical Datum of 1988 (NAVD88) unless the City of Newport Beach would prefer to use another datum. Trimble GNSS receivers with both real-time kinematic and real-time network capabilities, Trimble total stations, digital levels, data collectors and all the appropriate fixed height tripods, bipods, and tools necessary will be used to establish horizontal and vertical control.

2.3.2 MTL Topography

Guida will use Mobile LiDAR and conventional topographic survey methods to capture the detailed topographic data within the right-of-way limits. The topographic features may include curb and gutter, flowlines, drainage, edge of pavement, berms, medians, lane striping, surface visible indications of utilities, and other visible features within the project limits. The LiDAR and topographic data will be downloaded, processed, and tied to the horizontal and vertical control established for this project. Topographic data will be collected at a minimum of 25-foot cross sections and the quarter delta elevations of existing ramps and curb returns. The topographic data will be plotted in CAD and a digital terrain model (DTM) created for the existing ground surface. The final deliverables will include the digital terrain model, topographic data in AutoCAD Civil3D to the clients Topo Standards.

As part of the supplemental topographical mapping task, Guida will detail of up to 4 handicap ramps and 4 driveways.

2.3.3 Right of Way Mapping

City of Newport Beach will provide Right-of-Way lines to include in base file development.

- ✓ ***Deliverables: Topographic AutoCAD Civil 3D Base File, Control Map, Field Notes and Photo Files (AutoCAD/Civil 3D, PDF, JPG, and ASCII)***

2.4 SIGNING AND STRIPING INVENTORY

The Dokken design team will complete a site visit to verify and document all existing signs and striping within the project limits in coordination with the topographic information obtained in Task 2.3. All sign locations will be documented with photos and information on sign type, size, orientation and condition and included in a sign inventory log with striping measurements and markings included in a base map for further evaluation by the City.

- ✓ ***Deliverables: Signing and Striping Inventory Log and base map file (MS Excel, PDF, and AutoCAD).***

2.5 PAVEMENT REPORT

2.5.1 Coring Location Plan

Dokken's sub-consultant (Geocon West, Inc ("Geocon")) will attend the kick-off meeting as part of the Dokken design team to discuss the existing pavement conditions and coordinate the preparation of a Boring Location Plan. After this meeting and in coordination with the record utility maps obtained, Geocon will prepare a Boring Location Plan, which will identify up to eight (8) pavement coring locations within the project limits.

2.5.2 Coring Operations and Observations

Geocon will complete white marking boundaries at each core location and notify Underground Service Alert (USA) to mark and locate all existing utilities within the core location boundary. Geocon will retain the services of a traffic control company to set up all traffic control measures in accordance with the CAMUTCD Manual. Core samples of existing pavement sections (not exceeding 8-inches in diameter) will be collected. The existing asphalt concrete pavement and aggregate base thickness will be measured and photo documented. Subsequent to coring, Geocon will excavate the upper 2 feet of the underlying soil subgrade using hand auger equipment and log and classify the subgrade soils. Representative soil samples will be collected for laboratory testing consisting of soil gradation, sand equivalent (SE), and R-Value for different soil types encountered along the roadway alignment. It is anticipated that the coring will be completed in 1 day between 7:00 AM and 4:00 PM M-F. Additionally, Geocon will perform visual assessments during the coring activities, noting locations, extents, and types of pavement distress. All core locations will be backfilled with soil cuttings and clean sand, if necessary, and capped with cold patch asphalt. It is assumed that all spoils will be backfilled into the boreholes; any excess soils will remain onsite. If encountered, soil suspected to be contaminated will be separated and placed in 55-gallon drums for analytical testing and disposal, which would require separate time and materials scope of work.

Birch Street Pavement Rehabilitation (Project No. 27R13)
Birch Street from Bristol Street North to Jamboree Road



2.5.3 Pavement Report

Geocon will evaluate the results of the boring data and field observations and prepare a Pavement Report. The Pavement Report will present summary results of the testing, findings, conclusions, and recommendations regarding the geotechnical conditions within the project area. All core locations, existing street section measurements, notes on subgrade conditions, a discussion of previous roadway construction laboratory testing data, and recommendations for pavement rehabilitation, including proposed isolated spot repair locations, of the existing roadway will be included within the Pavement Report.

✓ ***Deliverables: Draft and Final Pavement Report (MS Word and PDF)***

2.6 BASE MAPPING

The Dokken design team will develop a full comprehensive draft base map for the entire project area using the preliminary survey mapping, draft pavement report, utility base map, sign and striping base map, and record information collection developed within the previous tasks. Thereafter, the Dokken design team will plot the draft base map and complete a site visit to confirm and verify all existing features within the project area have been properly identified. The Dokken QA/QC manager and team will complete a thorough QA/QC review on the draft base map to ensure accuracy prior to final.

Upon field verification and QA/QC completion for the draft base map, the Dokken design team will prepare the final base map. The final base map will show all existing conditions, including but not limited to, centerline, right-of-way, existing street improvements, utilities, landscape, medians, existing traffic features, signage and striping, 1-foot contour lines, and other relevant existing features. The Dokken QA/QC manager and team will complete a final QA/QC review on the final base map to ensure accuracy prior to submittal to the City.

✓ ***Deliverables: Field Notes, Photo Log, AutoCAD Base Map(s) (MS Word, PDF, and AutoCAD Files)***

2.7 30% DESIGN

The Dokken design team will prepare a 30% strip plot of the entire project limits. This 30% level plot map will include all base map existing features and information, with typical street sections, existing signage, and existing striping with lane dimensions, proposed striping, proposed pavement rehab layouts, proposed PCC sidewalk locations, and other relative proposed design features for consideration.

In addition, the Dokken design team will prepare a conservative preliminary cost estimate based on the 30% preliminary design. The 30% Design submittal will be provided to the City for review and comment at the 1st PDT meeting.

✓ ***Deliverables: 30% strip plot plans, 30% preliminary cost estimate (MS Word, PDF, and AutoCAD files)***

TASK 3 – FINAL DESIGN/CONSTRUCTION DOCUMENTS

The complete plan set will include the required assumed minimum sheets as depicted within the following table:

TABLE 1 – ESTIMATED PLAN SHEET COUNT	
Sheet Description	Number of Sheets
Title Sheet /General Notes/Abbreviations/Legend	1
Index Sheet	1
Typical Cross Sections	1
Street Plan and Profile Sheets (H: 1"=40' V: 1"=5')	8
Standard Construction Details	1
Specific Curb Ramp Details	4
Specific Driveway Details	3
Signing/Striping Plan (H: 1"=40' double stacked)	6
Traffic Control Plans (to support Caltrans Encroachment Permit)	2
TOTAL SHEETS	27



Note: Specific Street Cross Sections (every 25-feet) will be provided to the City of Newport in CAD format for review and approval.

3.1 60% DESIGN

3.1.1 60% Plans

The Dokken design team will further develop the 30% plans as defined within Task 3.1 with comments and edits from the first submittal PDT meeting with a full set of design plans to a 60% plan level. Our QA/QC manager and team will complete a thorough QA/QC review of the 60% plans to ensure accuracy prior to submittal to the City for review and discussions at the 2nd PDT submittal meeting.

3.1.2 60% Cost Estimate

The Dokken design team will provide the City with a probable cost of construction concurrent with the 60% design plan submittal. The cost will be itemized and display anticipated bid items, quantity of material, and unit cost for each item per plan sheet. The 60% level Engineer's Estimate with a contingency will be based on detailed quantity takeoffs and current unit prices available from recent bid results from City projects and surrounding City's in Orange County. The estimate format will be pursuant to the City standard bid items and boiler Special Provisions and use of the APWA 2015 ("Greenbook").

3.1.3 60% Submittal and Review

The Dokken design team will compile and submit the Plans and Cost Estimate at the 60% design level to the City for review and comment. All comments will be compiled into a response matrix to ensure all applicable comments are addressed. The response matrix will be provided to the City along with the submittal for reference. We will update all supporting design calculations and reports based on the comments received on the 30% design submittal. The Consultant's QA/QC manager will review the complete design support documentation for completeness and accuracy prior to submittal to the City for the 2nd PDT submittal meeting.

✓ ***Deliverables: 60% Plans, Cost Estimate, 30% Comments/Response Matrix, & QA/QC (PDF, Excel, AutoCAD)***

3.2 90% DESIGN (PS&E)

3.2.1 90% Plans

The Dokken design team will advance the plan set completeness to the 90% design level with all necessary construction details and other sheets based on the comments received on the 60% design submittal. The various sheets outlined in the 60% plan sheet table will be updated, which might require additional sheets based on specific requirements and comments received.

3.2.2 90% Special Provisions

The Dokken design team will compile and assemble the Special Provisions pursuant to the City's Special Provisions boilerplate as provided by the City. The Special Provisions will serve as a supplement to the Standard Specifications for Public Works Construction ("Greenbook") 2015 edition and any relative Caltrans Standard Specifications, latest edition. We will incorporate the Special Provisions into the City's boilerplate specifications as required and update the bid schedule with bid item description, units, and quantities to align with the plan items and quantities.

3.2.3 90% Cost Estimate

The Dokken design team will provide the City with a probable cost of construction concurrent with the 90% design submittal. The 60% design cost estimate will be updated to reflect the 90% design and detailed quantity takeoffs, comments received on the 60% design submittal, and recent bid results with a 10%-15% contingency.

3.2.4 90% Submittal and Review

The Dokken design team will compile and submit the PS&E package at the 90% design level to the City for review and comment. The 90% Traffic Control Plans will be used for the Caltrans Encroachment Permit.

All comments will be compiled into a response matrix to ensure all applicable comments are addressed and provided to the City along with the submittal for reference. Dokken's QA/QC manager will review the complete



design support documentation for completeness and accuracy prior to submittal to the City for the PDT submittal meeting.

✓ ***Deliverables: 90% PS&E, 60% Comments/Responses Matrix, & QA/QC (PDF, Excel, AutoCAD, MS Word)***

3.3 100% PS&E (CONTRACT DOCUMENTS)

Upon receipt of the 90% review comments from the City and PDT, the Dokken design team will revise the PS&E package to assemble the final Contract Documents ready to bid for the City to advertise the project for construction. We will complete a final review of the Plans, Specifications, and Engineer's Estimate for consistency between the plans, specifications and estimate quantities prior to submittal to the City. Under this task, a Resident Engineer's File will be prepared, complete with information necessary for the RE to administer the construction. The Final Contract Document submittal will address all comments from the City and PDT with internal QA review.

3.3.1 Final Plans

The Dokken design team will prepare the final plan set with all necessary construction details and other sheets based on the comments received on the 90% design submittal. The plans will be sealed and signed by Dokken's Professional Engineer of Record.

3.3.2 Final Specifications

The Dokken design team will update and assemble the final bid specifications. We will review and update the bid schedule with bid item description, units, and quantities to align with the plan items and quantities. The Dokken QA/QC manager will review the complete specifications for completeness and accuracy prior to submittal to the City. The signature sheet within the Specifications will be sealed and signed by Dokken's EOR.

3.3.3 Final Cost Estimate

The Dokken design team will provide the City with a probable cost of construction concurrent with the final design submittal. The 90% design cost estimate will be updated to reflect the final design and detailed quantity takeoffs, comments received on the 90% design submittal, and recent bid results with a 5%-10% contingency.

3.3.4 Final Submittal and Review

The Dokken design team will compile and submit the final PS&E to the City for final review and comment with the goal of ready to bid. All comments will be compiled into a response matrix to ensure all applicable comments are addressed. Dokken's QA/QC manager and team will review the complete design support documentation for completeness and accuracy prior to submittal to the City for the 4th PDT submittal meeting.

✓ ***Deliverables: 100% PS&E, 90% Comments/Response Matrix, & QA/QC (PDF, Excel, AutoCAD, MS Word)***

TASK 4 – CONSTRUCTION SUPPORT SERVICES

4.1 Bidding Support

Upon approval to advertise bids by the City, Dokken will provide technical assistance to the City through the bidding process. Services include providing clarification or answers to questions received from prospective bidders, attendance at the Pre-Bid meeting and assisting with preparation of addenda, if necessary, and revising the final bid documents as needed as part of the addenda.

✓ ***Deliverables: Bid Document Revisions, Addenda, responses to RFI's (PDF, MS Word, AutoCAD)***

4.2 Construction Administration and Management

Subsequent to award of Contract to lowest responsive and responsible bidder by the City, Dokken's RE will reach-out to the City to assist with scheduling and attending the pre-construction meeting. Dokken will complete the following tasks during the pre-construction phase, construction phase, and post construction phase:

- Attend Pre-construction meeting and provide responses to questions
- Review of submittals, shop drawings, and baseline schedule
- Respond to RFI's from the Contractor
- Complete Field Meeting with pre-construction photos

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- Complete periodic field observations for Contract Documents conformance checks
- Complete field revisions and recommendations
- Prepare Field Observation RE reports with status and findings
- Prepare working as-built file and update with approved field changes (red-line markups)
- Recommend Final Completion and Acceptance of construction to City.
- Project Close-Out

✓ ***Deliverables: All Documents related to each stage will be provided (PDF, MS Word, MS Excel, AutoCAD)***

4.3 As-Built Drawings

Dokken will compile and check the redline as-builts from the Contractor and public works Inspector to confirm changes made during the construction as captured within the working as-built drawing in Task 4.2 upon the final acceptance of the project by the City. All relevant changes to the design plans will be included with delta revision clouds and notes and submit a draft Record Drawing set to City for review and comment. Dokken will review all comments from the City, complete the final Record Drawings, and complete final QA/QC with seal and date.

✓ ***Deliverables: Record Drawings and Redline As-Builts (PDF and AutoCAD)***

EXHIBIT B

SCHEDULE OF BILLING RATES



COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF NEWPORT BEACH
BIRCH STREET PAVEMENT REHABILITATION
June 18, 2026

TASK DESCRIPTION	DOKKEN ENGINEERING								GEOCON, INC.							GUIDA SURVEYING, INC.								GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Mark Tarrall, PE* PIC	Kimberly Wender, PE, QSD Project Manager	Steve Kooyman, PE* QA/QC Manager/Pavement Design	Craig Pelencece, PE* Project Engineer	Associate Engineer 1	Assistant Engineer 1	TOTAL HOURS	TOTAL COST	Staff Engineer / Geologist - PW	Staff Engineer / Geologist	Senior Engineer / Geologist	Word Processor / Draftperson	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	2-Person Survey Crew	Survey Analyst	Project Surveyor	Sr. Project Surveyor	Project Manager	Survey Principal	TOTAL HOURS	TOTAL COST			
	BILLING RATES*	\$385	\$315	\$300	\$240	\$185	\$135		\$190	\$135	\$190	\$105				\$400	\$165	\$205	\$240	\$255	\$320					
TASK 1 - PROJECT MANAGEMENT, COORDINATION, & ADMINISTRATION	2	44	58	10			114	\$34,430																114		\$34,430
1.1 Kick-Off Meeting		2	2	2			6	\$1,710																6		\$1,710
1.2 Progress Meetings		12	6	4			22	\$6,540																22		\$6,540
1.3 Schedule		8	6	4			18	\$5,280																18		\$5,280
1.4 Coordination and Administration		16	20				36	\$11,040																36		\$11,040
1.5 Quality Assurance & Quality Control (QA/QC)	2	6	24				32	\$9,860																32		\$9,860
TASK 2 – PRELIMINARY ENGINEERING		26	28	78	60	174	366	\$69,900	11	11	4	10	36	\$8,115	\$13,500	40	80	22	16	6	3	167	\$40,040	569	\$8,115	\$123,440
2.1 Records Research and Data Collection		2	4	10	8	16	40	\$7,870																40		\$7,870
2.2 Utility Verification & Coordination		6		20		24	50	\$9,930																50		\$9,930
2.2.1 Utility Notification		2		10		8	20	\$4,110																20		\$4,110
2.2.2 Utility Coordination Meetings		2		2			4	\$1,110																4		\$1,110
2.2.3 Utility Base Mapping		2		8		16	26	\$4,710																26		\$4,710
2.3 Design Surveying		4		8		14	26	\$5,070								40	80	22	16	6	3	167	\$40,040	193		\$45,110
2.3.1 Control Surveys		2					2	\$630								24				6	1	31	\$11,450	33		\$12,080
2.3.2 MTLs Topography		2		8		12	22	\$4,170								16	80	22	16		2	136	\$28,590	158		\$32,760
2.3.3 Right of Way Mapping						2	2	\$270																2		\$270
2.4 Signing and Striping Inventory		2	4	6		12	24	\$4,890																24		\$4,890
2.5 Pavement Report		6	4	6		4	20	\$5,070	11	11	4	10	36	\$8,115	\$13,500									56	\$8,115	\$18,570
2.5.1 Coring Location Plan		2				4	6	\$1,170		5			5		\$675									11		\$1,845
2.5.2 Coring Operations and Observations						2	2	\$630	11				11	\$5,865	\$7,955									13	\$5,865	\$8,585
2.5.3 Pavement Report		2	4	6			12	\$3,270		6	4	10	20	\$2,250	\$4,870									32	\$2,250	\$8,140
2.6 Base Mapping		2	4	8	12	24	50	\$9,210																50		\$9,210
2.7 30% Design		4	12	20	40	80	156	\$27,860																156		\$27,860
TASK 3 – CONSTRUCTION DOCUMENTS	6	42	102	177	180	366	873	\$171,330																873		\$171,330
3.1 60% Design	2	14	50	85	100	216	467	\$88,240																467		\$88,240
3.1.1 60% Plans		4	36	65	100	200	405	\$73,160																405		\$73,160
3.1.2 60% Cost Estimate		2	4	8		16	30	\$5,910																30		\$5,910
3.1.3 60% Submittal and Review	2	8	10	12			32	\$9,170																32		\$9,170
3.2 90% Design (PS&E)	2	18	32	52	64	120	288	\$56,560																288		\$56,560
3.2.1 90% Plans		8	10	20	40	110	188	\$32,570																188		\$32,570
3.2.2 90% Special Provisions		4	8	12	24		48	\$10,980																48		\$10,980
3.2.3 90% Cost Estimate		2	6	8		10	26	\$5,700																26		\$5,700
3.2.4 90% Submittal and Review	2	4	8	12			26	\$7,310																26		\$7,310
3.3 100% Final Design (Contract Documents)	2	10	20	40	16	30	118	\$26,530																118		\$26,530
3.3.1 Final Plans		2	4	12	16	30	64	\$11,720																64		\$11,720
3.3.2 Final Specifications		4	8	16			28	\$7,500																28		\$7,500
3.3.3 Final Cost Estimate		2	4	6			12	\$3,270																12		\$3,270
3.3.4 Final Submittal and Review	2	2	4	6			14	\$4,040																14		\$4,040
TASK 4 – CONSTRUCTION SUPPORT SERVICES		14	24	36		50	124	\$27,000																124		\$27,000
4.1 Bidding Support		4	6	8		10	28	\$6,330																28		\$6,330
4.2 Construction Administration and Management		8	12	16		16	52	\$12,120																52		\$12,120
4.3 As-Built Drawings		2	6	12		24	44	\$8,550																44		\$8,550
TOTAL HOURS	8	126	212	301	240	590	1,477		11	11	4	10	36			40	80	22	16	6	3	167		1,680		
TOTAL COST	\$3,080	\$39,690	\$63,600	\$72,240	\$44,400	\$79,650		\$302,660	\$2,090	\$1,485	\$760	\$1,050		\$8,115	\$13,500	\$16,000	\$13,200	\$4,510	\$3,840	\$1,530	\$960		\$40,040		\$8,115	\$356,200



BILLING RATE SCHEDULE

Professional and supporting staff services will be billed at the following hourly billing rates:

	CLASSIFICATION	BILLING RATES
PROJECT MANAGEMENT	Principal in Charge	\$385.00
	Project Manager	\$315.00
	QA/QC Manager	\$300.00
	Project Engineer	\$240.00
DESIGN	Senior Engineer 3	\$310.00
	Senior Engineer 2	\$270.00
	Senior Engineer 1	\$235.00
	Associate Engineer 3	\$215.00
	Associate Engineer 2	\$205.00
	Associate Engineer 1	\$185.00
	Assistant Engineer 3	\$185.00
	Assistant Engineer 2	\$160.00
	Assistant Engineer 1	\$135.00
	Senior CAD	\$255.00
	CAD/Detailer	\$165.00
	Engineering Technician	\$105.00
ENVIRONMENTAL PLANNING	Environmental Manager	\$330.00
	Senior Environmental Planner 2	\$235.00
	Senior Environmental Planner 1	\$195.00
	Associate Environmental Planner	\$150.00
	Environmental Planner	\$120.00
	Environmental Technician	\$90.00
RIGHT OF WAY	Right of Way Manager	\$265.00
	Senior Right of Way Agent / Specialist	\$205.00
	Right of Way Agent / Specialist	\$130.00
	Right of Way Assistant	\$100.00
	Right of Way Technician	\$85.00
	Senior Appraiser	\$185.00
	Appraiser	\$140.00
	Appraiser Assistant	\$100.00
	Appraiser Technician	\$85.00
PUBLIC OUTREACH	Community Engagement Director	\$195.00
	Technical Editor	\$145.00
	Graphic Designer	\$125.00

REIMBURSABLES: Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and will be billed at their actual cost.

Title Reports / Appraisal Reviews

Permit Fees / Public Notice Advertisements

Postage for Public Notice Advertisements

Record Search Fees / Mapping Fees

Outside Reproduction

Traffic Control

Utility Potholing

Room and Equipment Rentals

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

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

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

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

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

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

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

- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
 - E. Subcontractors. Consultant shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. Limits of liability for General Liability in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and Professional Liability (Errors & Omissions) in an amount not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) aggregate.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial

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

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

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