

Attachment A

Professional Services Agreement with Dudek

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK FOR
ON-CALL PROFESSIONAL AND TECHNICAL ENVIRONMENTAL SERVICES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 23rd day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and DUDEK, a California corporation ("Consultant"), whose address is 687 S. Coast Hwy 101, Suite 110, Encinitas, California 92024, 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 on-Call Professional and Technical Environmental 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 September 22, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

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 and the Letter Proposal. 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 and the Letter Proposal, 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 Letter Proposal 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 **Seventy Five Thousand Dollars and 00/100 (\$75,000.00)**, 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 and the Letter Proposal 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 and the Letter Proposal.

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 Laura Masterson to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

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

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

6. ADMINISTRATION

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

7. CITY'S RESPONSIBILITIES

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

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

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

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

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on

the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

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

10. INDEPENDENT CONTRACTOR

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

11. COOPERATION

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

12. CITY POLICY

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

13. PROGRESS

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

14. INSURANCE

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

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

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

16. SUBCONTRACTING

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

17. OWNERSHIP OF DOCUMENTS

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

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

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

18. CONFIDENTIALITY

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

19. INTELLECTUAL PROPERTY INDEMNITY

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

20. RECORDS

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

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return

that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

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

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

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

24. CONFLICTS OF INTEREST

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

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

25. NOTICES

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

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

Attn: Planning Manager
Community Development Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

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

Attn: Legal Department
DUDEK
687 S. Coast Hwy 101, Suite 110
Encinitas, CA 92024

26. CLAIMS

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

27. TERMINATION

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

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

28. STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

Date: 9/10/25

By: Jose Montoya for
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: DUDEK, a California corporation

Date: _____

By: _____
Joseph Monaco
President/Chief Executive Officer

Date: _____

By: _____
Danielle Voss
Vice President/ Human Resources/
Assistant Secretary

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Description:

Consultant(s) shall provide environmental consulting services to the City, including but not limited to, the following:

- Perform technical evaluation of environmental issues and provide appropriate analysis to substantiate a categorical exemption for a project under the State CEQA Guidelines, especially for the Class 32 (In-Fill Development) Exemption;
- Perform technical evaluation of potential projects and prepare a consistency analysis pursuant to Section 15183 of the CEQA Guidelines;
- Prepare environmental technical studies (e.g., biological, cultural, noise, air quality, greenhouse gas, etc.);
- Prepare and circulate SB 18 and/or AB 52 notices with support provided to City staff during any tribal consultations;
- Perform peer review of environmental documents, including initial study or technical studies, prepared at the direction of a private project applicant;
- Prepare applications and obtain permits from regulatory agencies;
- Provide archaeological, paleontological, and other cultural resources monitoring; and
- Participate at community meetings or public hearings regarding CEQA matters for which the Consultant has provided support.

Approach/Understanding of Services to be Provided

We understand that this contract may involve a range of work products involving anything from peer review of CEQA documents prepared by project applicants to preparing CEQA documents on behalf of the City, including the supporting technical studies (our capabilities for each resource area are included in Table 2). Dudek provides each service listed under Section I. General Scope of Work, in the City's RFQ. We offer full-service CEQA services that includes running scoping and/or public meetings, filing documents with the County Clerk, paying the associated fees, and holding consultation meetings with regulatory agencies and/or tribes. We provide Categorical Exemptions with supporting technical study documentation, IS/Negative Declarations, IS/MNDs, EIRs, Supplemental and Subsequent EIRs, and Addenda to EIRs. We attend public hearings to help City staff respond to questions from Planning Commissioners and City Council members.

Contract Management Approach

Laura Masterson's contract management philosophy for this on-call contract is based on lessons and preferences learned from our dozens of local as-needed and on-call contracts throughout Orange County.

Effective contract management requires constant and careful attention to the daily demand for communication among project participants and with the client. Dudek believes that the most effective contract manager is the one who aids the continuous flow of information, data, instructions, and guidance on a regular basis. Laura Masterson will remain personally involved in any project she personally manages for the City. Working as a team with task managers and technical discipline leaders, she will keep all task orders on schedule and within budget and will maintain the highest level of quality for all deliverables. She will communicate project status, issues, and concerns with other members of the consultant team and with the City by doing the following:

- Serving as the single point of contact
- Establishing regular meetings with the City project manager to discuss project milestones, activities, and issues
- Holding regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Updating the project description, schedule, work progress reports, and inventories of available data, as necessary so that all team members are aware of information that may affect their work products and schedules
- Coordinating with the City at strategic junctures for public input

Categorical Exemption, Especially for Class 32 (In-Fill Development)

The Class 32 (Infill Development) categorical exemption requires projects to be consistent with applicable General Plans and zoning designations, located within a city's limits on a site five acres or less, bordered by urban uses, and without significant impacts to traffic, noise, air quality, or water quality (CEQA Section 15332). The site must also be devoid of sensitive habitat and adequately served by public utilities. Dudek has ample experience leading categorical exemptions, especially regarding Class 32, In-Fill Developments. Our team has provided such services

on contracts with Scripps College, GRT Carlsbad Village LLC, Wiseman Commercial for the development of the Fairfield Arora Project, the City of Rancho Cucamonga for the Lion's Gate Project, Rincon Homes for their 840 Carlsbad Village Drive project, the Orchard Shopping Center (Ross project) CAP Consistency Analysis and Substantial Conformance Review, and the County of San Diego during our As-Needed Environmental Consulting Services Contract.

The memorandums Dudek prepares typically include the following:

1. A discussion on how the project qualifies for a Class 32 categorical exemption through consistency with applicable land use regulations,
2. Identifying if the proposed project is on an infill site that is less than five acres in size and is not anticipated to result in any significant environmental impacts,
3. Identifying the reasons why the project does not meet any of the exceptions to categorical exemptions under CEQA Section 15300.2.

The Dudek process for drafting these memorandums include two rounds of review, comment, and revision by the City and/or applicant. Additional services, such as additional rounds of comments or meeting attendance, will be at request and billed as additional cost on a time and materials basis in accordance with our current standard schedule of charges.

Consistency Analysis Pursuant to Section 15183

Dudek has provided our environmental expertise on a variety of projects and has ensured compliance by providing Consistency Analyses pursuant to Section 15183. These projects include our work in the Pomona Transformative Climate Communities Plan for the City of Pomona, analysis for the development of Orange Apartments and Retail space for the City of Vacaville, and the Alamo Villages Specific Plan 15183 Exemption within Los Angeles County for the Urban Advisory & Building Group, LLC.

The proposed Dudek approach to evaluating a project pursuant to the CEQA Guidelines of Section 15168 ensures that the resulting document includes a sufficient level of detail to provide a straightforward approach for streamlining subsequent approvals, such as for project level development plans and parcel-specific subdivision mapping.

Technical Evaluation of Environmental Issues

BIOLOGICAL RESOURCE ASSESSMENTS

Dudek's professional staff of biologists regularly work and consult with the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), CDFW, and the Regional Water Quality Control Boards to obtain project-specific permits that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration.

Our biologists have state and federal permits for surveying, banding, and trapping special-status species and have developed innovative USFWS-approved methods to conduct biological fieldwork, including sampling methods to track wildlife populations. Our biologists are permitted to survey and address endangered and threatened plant and animal species that may occur within the City's service area.

CULTURAL STUDIES

Dudek archeologists, paleontologists, and architectural historians offer services from basic constraints studies to complex mitigation and preservation plans. We are recognized leaders in professional and community outreach, and we use innovative, thorough approaches to respond quickly and appropriately to project tasks and resource discoveries.

Our Registered Professional Archaeologists (RPA) have more than 100 years' combined experience, are qualified consultants on local agency lists throughout California, and can cost-effectively respond to the smallest cultural resource survey while also assembling a crew of a dozen or more seasoned field technicians to address a largescale surface reconnaissance, significance assessment excavation, and/or a mitigation data recovery program.

ENVIRONMENTAL SITE ASSESSMENTS

Dudek prepares Phase I and Phase II environmental site assessments to evaluate potential environmental/hazardous waste liabilities associated with project sites. We also prepare reports outlining the presence of underground storage tanks and other hazardous material storage units. Dudek is knowledgeable about the latest treatment technologies, and we are expert at methane mitigation. Our team assesses and distinguishes between geologic and soil hazards addressed by the California Building Code and local regulations. We also assess hazards that are significant under CEQA. Dudek staff have expertise in underground storage tank removals and in-field hazardous materials removal.

NOISE IMPACT STUDIES

Our environmental noise and architectural acoustics professionals provide accurate, efficient, and defensible acoustical analyses and recommendations that meet federal, state, and local regulatory standards, industry guidance, and client goals. Dudek acousticians conduct noise assessment studies and design effective mitigation or control strategies, assist with criteria selection and design solutions for noisy construction equipment during project planning, and assist with all types of architectural acoustics. Our experts also advise on proper interior acoustics, mechanical system noise control, and sound insulation throughout the project life cycle, from schematic design through post-construction commissioning support. Specific areas of expertise include CEQA/NEPA environmental noise studies; environmental/community noise and vibration studies; and mechanical/heating, ventilation, and air conditioning systems noise and vibration control recommendation

AIR QUALITY STUDIES

Dudek's air quality professionals offer in-depth expertise to cost-effectively navigate complex air quality, health risk, and GHG emissions requirements for projects throughout California and have substantial experience within Orange County and the South Coast Air Basin. The Dudek air quality team has extensive experience estimating criteria air pollutant, toxic air contaminant, and GHG emissions from construction and operation of a variety of projects. In addition, our team has developed strong relationships with South Coast Air Quality Management District staff and state agencies (e.g., California Air Resources Board), giving us an up-to-date understanding of applicable guidance.

Our air quality professionals prepare accurate, legally defensible technical studies to meet aggressive project deadlines and anticipate potential issues, while addressing them in a timely, effective fashion. We identify project-specific emission sources, determine appropriate analysis assumptions, accurately estimate project-generated emissions, evaluate associated potential impacts, and propose feasible emission reduction techniques, as appropriate. Our analyses use federally and state-recommended models, such as the California Emissions

Estimator Model (CalEEMod), California Air Resources Board's Emission FACTors (EMFAC), and OFFROAD for criteria air pollutants and GHG emission inventories; AERMOD for air dispersion modeling; and HARP2 for cancer and non-cancer risk assessments for toxic air contaminants. When needed, we customize spreadsheets to calculate emissions outside of constrained models using industry-standard emission factors and data inputs to evaluate impacts (or benefits) of a project. Dudek will tailor each analysis consistent with the project objectives, applicable regulatory environment (including applicable South Coast Air Quality Management District rules and regulations), and current recommended impact analysis approaches. As GHG analyses are constantly evolving, we will work with City staff to ensure our approach is consistent with the appropriate regulatory framework and the City's current approach. We are committed to providing the highest quality analyses for air quality, health risk assessments, and GHG emissions to meet the City's needs.

Dudek has been on the forefront of energy assessments in accordance with CEQA Guidelines and has developed methods to estimate project construction and operational petroleum consumption using CalEEMod carbon dioxide emission estimates and industry standard conversion factors. All facets of energy consumption are presented, including electricity and natural gas consumption (and production if applicable), and are estimated consistent with the air quality and GHG emissions assessment. Our CEQA energy analyses highlight project energy efficiency features to reduce energy consumption and identify applicable regulations that projects would be required to observe to ensure a project would not result in wasteful, inefficient, or unnecessary consumption of energy resources or conflict with a plan for renewable energy or energy efficiency.

GREENHOUSE GAS ASSESSMENTS

The Dudek air quality team also has extensive experience estimating GHG emissions from construction and operation of a variety of projects, including transportation infrastructure improvements, using the same models identified under B1, Air Quality Studies. As GHG analyses are constantly evolving, Dudek works closely with lead agency staff to ensure that our approach is consistent with the appropriate regulatory framework and the lead agency's current approach. Dudek's GHG emissions analyses are presented in accordance with applicable case law, on the forefront of evolving science and legal defensibility.

HEALTH RISK ASSESSMENTS

Dudek has experience preparing toxic air contaminant emission inventories and performing health risk assessments associated with the Assembly Bill 2588 Air Toxic "Hot Spots" Program, including construction, operational, and roadway health risk assessments. We perform ambient air quality analyses for criteria air pollutants using AERMOD. When appropriate, our team can assist with permitting and permit compliance to ensure that the CEQA documentation and permit applications are consistent.

HYDROGEOLOGY/WATER QUALITY STUDIES

The Dudek team performs hydrologic, hydraulic, and water quality analyses in support of a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and CDFW 1600 permits, as well as EIRs and CEQA/NEPA-related documents. Dudek is familiar with regulatory-driven water quality standards and the way they affect construction and operation of industrial facilities and linear projects. Dudek engineers, hydrologists, hydrogeologists, landscape architects, and planners provide proven and complete stormwater, surface water, and groundwater quality resource services in house. This allows the Dudek team to coordinate planning, design, and project implementation in a timely and cost-effective manner.

Our team specializes in preparing stormwater site designs and plans that utilize lasting, low-maintenance, and low-impact development solutions. Our surface water and groundwater services include hydraulics; well logging and design; water quality; permit processing; numerical modeling; and analysis, standards development, and research. Dudek hydrogeologists can assist with project design feature development; water quality impact assessment; and conformance with state, regional, and local regulations. In addition to our drainage and water quality assessment services, Dudek has prepared numerous stormwater pollution prevention plans (SWPPP) for compliance with the requirements of the State Water Resources Control Board General Permit of Discharges of Stormwater Associated with Construction Activities. Recent changes in the general permit require a Qualified SWPPP Developer (QSD) to prepare the documentation associated with the permit. Dudek employs numerous QSDs.

Senate Bill 18 and Assembly Bill 52 Notices

Dudek has unique expertise assisting agencies with Native American consultation, including compliance with California's Assembly Bill (AB) 52 that identifies a new class of resources, tribal cultural resources, and impacts. Dudek understands that the tribal regions span the State of California and has the required geographic and tribe-specific relationships in place to help ensure productive tribal engagement. Dudek cultural specialists and project managers interact with tribes on nearly every project and hold Master Services Agreements with many tribes throughout the state. Dudek's project experience has covered the entire state and resulted in positive relationships with all 216 contacts on the Native American Heritage Commission.

TRIBAL CONSULTATION SUPPORT

Dudek also has a strong background in Native American consultation, expert testimony regarding the adequacy of tribal consultation and outreach, and the appropriate treatment of resources regarded as sensitive or sacred by Native Californian tribes. Dudek has active and positive relationships with all tribes in the region. Dudek regularly assists with Native American engagement and consultation for AB 52, relating to Tribal Cultural Resources (TCR); Senate Bill 18; and Section 106 of the National Historic Preservation Act (NHPA). This often involves review of the archaeological, historical, academic, and ethnographic record for potential TCR information, then grounding this information in contemporary AB 52 consultation information. This results in providing recommendations related to reasonable approaches for management. In addition, Dudek provides on-call support for helping a number of agencies work through challenging AB 52 issues.

We have extensive experience working in compliance with the Native American Graves Repatriation Act and other pertinent federal and state regulatory requirements dictating specific treatment of human remains and associated grave goods.

Our team is sensitive to confidentiality requirements and requests and has worked with various tribes on specific needs, concerns, document types, access levels, and agency coordination. We are industry leaders in the processes related to management of TCR, Traditional Cultural Landscapes, and other considerations relating to Native American cultural places and values. Our team has a strong background in Native American consultation, including expert testimony experience regarding the adequacy of tribal consultation and outreach, as well as the appropriate treatment of resources regarded as sensitive or sacred by Native Californian tribes and individuals. Dudek cultural resource managers focus on early and ongoing outreach strategies to capture "meaningful consultation" as stipulated by federal law under Section 106 of the NHPA and codified in AB 52. Our cultural resources team will coordinate with state- and federally recognized Native Californian groups to collect data from the Native American Heritage Commission Sacred Lands File, gather archaeological site information, and identify traditional cultural resources and plant-gathering locations through outreach with tribal representatives and

individuals identified by the Native American Heritage Commission. We complete ethnographic research using primary sources, such as individual interviews and oral histories, as well as respected secondary sources. Our team has expertise in researching and recording prehistoric sites considered sacred to local Native American tribes. This extensive hands-on experience will be brought to bear on all tasks that require Native American consultation consistent with City's goals, policies, and regulatory obligations.

Peer Review of Environmental Documents

The Dudek team of CEQA/NEPA planners and technical experts have an extensive background in the analysis and management of environmental resources and compliance with local, state, and federal regulations. Our technical expertise has afforded us the opportunity to complete many third-party peer reviews of technical reports and environmental documents subject to CEQA, NEPA, and the CCA. Over the years, our technical experts have provided peer review services on behalf of project applicants and agencies, including projects with cross-cutting federal, state, and local requirements.

Most recently, we have held peer review contracts with the City of Anaheim for Disneyland Forward peer review of the Supplemental EIR and technical studies and the City of Costa Mesa for peer review of CEQA and technical studies for a drive-through Starbucks.

Permit Applications and Regulatory Agencies

Dudek provides reliable, scientifically based information tailored to address the specific requirements and standards of the relevant agencies and permits. We have prepared and implemented compliance monitoring and reporting platforms that streamline compliance and provide an easy-to-use interface for City project managers. Our scientists have worked extensively with local staff at the federal and state resource agencies, including USACE (404 Individual and Nationwide), CDFW (1601, 1602, 1603, and 2081), Regional Water Quality Control Board (401, 402), CCC, and USFWS (Section 7, 4[d], and 10a consultations) and can support response to comments and other coordination required to ensure permit compliance. We have developed outstanding relationships with regional resource agency personnel and have cultivated a reputation for superior and comprehensive jurisdictional delineations, permit applications, mitigation plans, biological studies, and GIS services. Our positive reputation and relationships will help to reduce any agency uncertainty concerning our technical studies and permit applications, resulting in a more expeditious permit process for the City.

The permitting strategy developed must meet the City's needs, including project budgets, schedules, and outcomes, so it is imperative that Dudek understands City needs on a project-by-project basis. Dudek will gather the necessary information, as requested by the City, to assist in developing an informed permit strategy. Dudek will review available information provided by the City, complete a literature review and database query, conduct a reconnaissance survey, and/or prepare technical studies. Dudek's approach to regulatory coordination includes preparation of complete applications, beginning with a clearly defined project description that considers all environmental ramifications of the project. Our permit application package includes a well-prepared jurisdictional delineation; clear project description; environmental documentation for the proposed project, including CEQA documentation; biological reports with listed species fully described and supported by focused survey data, as appropriate; cultural resources reports; site history, including previous contact with resource agencies; site visits; meetings notes; well-developed conceptual mitigation plans; and detailed impact analyses. Our impact analyses are prepared using GIS software for accurate, reliable results. We utilize the USACE Mitigation Ratio Determination Checklist and the Before/After Mitigation/Impact table to verify suitability of compensatory mitigation for specific project impacts.

Cultural Resources Monitoring

Dudek senior archaeologists hold the necessary permits to conduct cultural resources investigations on federal and state lands and are Secretary of the Interior-qualified principal investigators and field directors. Our cultural resource project managers are familiar with variations in lead agency cultural resource guidelines and standardized methods, as well as the need to coordinate various agencies when project interests have overlapping jurisdictions.

We specialize in identifying and treating resources that may constrain project implementation. Our team designs and implements significance assessment programs and treatment plans for projects administered at the local, state, and federal level. We are permitted to conduct cultural resources investigations on federal and state lands and are listed on local registers and with the Register of Professional Archaeologists.

Dudek has several tools for assessing subsurface archaeological deposits, including ground-penetrating radar (GPR) using EKKO Project and GPR-Slice software, in addition to various hollow-stem augers, to extract cores with minimal subsurface disturbance. We also use resource recordation and condition assessment tools on multiple platforms (e.g., Trimble GPS receivers, smartphones and tablets, and cloud databases). These tools reduce field and lab costs by as much as 30% and increase the accuracy and reliability of resource documentation. Real-time recording and reporting provide clients accurate information on discoveries as they occur, allowing appropriate responses to be formulated and implemented with minimal downtime.

ARCHAEOLOGICAL RESOURCES

California is rich with historic architecture and property spanning all regions across the state. In consideration of potential impacts to historical resources, the Dudek team of qualified architectural historians conduct California Historical Resources Information System (CHRIS) records searches to determine whether previously recorded historical resources are present. We also conduct intensive project area surveys, including taking detailed photographs of all historic-age buildings and structures, documenting character-defining features, and taking detailed notes regarding integrity. If previously unevaluated historical resources are present, Dudek will record and evaluate them for historical significance.

If and when historical resources are identified within a project area, the Dudek team of historic built environment and CEQA experts work closely with project owners to consider the various types of mitigation for avoiding a significant impact or adverse effect. In instances where a significant impact/effect is unavoidable, Dudek provides the expertise needed to proceed with all feasible mitigation.

PALEONTOLOGICAL RESOURCES

The Dudek paleontology resources team offers a full suite of services, including paleontological surveys and assessments; construction monitoring; and fossil recovery, conservation, identification, and curation. We take pride in our high professional and scientific standards and ethics, innovative approaches to paleontological resources management challenges, and the timely and cost-effective delivery of services and study results. We have experience working under a wide variety of paleontological assessment and mitigation protocols, including local, county, and state guidelines (most commonly, the Society of Vertebrate Paleontology guidelines), as well as federal agency assessment protocols such as the U.S. Bureau of Land Management, U.S. Forest Service, and USACE. Our staff have experience preparing pre-project paleontological resource assessments under a wide variety of agency guidelines and regulations (e.g., paleontological inventory reports, evaluation reports, and resource management plans) and routinely write paleontological analyses for CEQA/NEPA documents.

HISTORICAL RESOURCE ASSESSMENTS

The Dudek built environment team is led by experienced architectural historians and historic preservation experts specializing in historic resource significance evaluations in consideration of the National Register of Historic Places, the California Register of Historical Resources, and local-level evaluation criteria and integrity requirements.

Our team has conducted thousands of historical resource evaluations and developed detailed historic context statements for a multitude of property types and architectural styles, including private residential, commercial, transportation, industrial, educational, medical, ranching, mining, airport, and cemetery properties, as well as a variety of engineering structures and water conveyance resources. They have also provided expertise on numerous projects requiring conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, served as third-party review consultants, and served as expert witnesses in legal proceedings.

Participation in Community Meetings and Public Hearings

Dudek staff can support City staff in community outreach meetings and public hearings. Under CEQA, we run public scoping meetings as a part of those project scopes, preparing the PowerPoint presentations, fielding questions, and taking note of public comments. Our planning team also has extensive experience running public outreach meetings to gather public input on community plans. During public hearings, Dudek staff is frequently called upon as extension of staff to answer questions about complex technical analyses and answer planning commissioners and city council questions about the CEQA process. Our goal during public hearings is to provide the information decision-makers need to vote on approval of a project.

EXHIBIT B

SCHEDULE OF BILLING RATES

DUDEK 2025 Standard Schedule of Charges

Engineering Services

Project Director	\$345.00/hr
Principal Engineer III	\$320.00/hr
Principal Engineer II	\$300.00/hr
Principal Engineer I	\$290.00/hr
Program Manager	\$275.00/hr
Senior Project Manager	\$275.00/hr
Project Manager	\$265.00/hr
Senior Engineer III	\$260.00/hr
Senior Engineer II	\$250.00/hr
Senior Engineer I	\$240.00/hr
Project Engineer IV/Technician IV	\$230.00/hr
Project Engineer III/Technician III	\$220.00/hr
Project Engineer II/Technician II	\$210.00/hr
Project Engineer I/Technician I	\$190.00/hr
3D Production Manager	\$220.00/hr
Senior Designer II	\$210.00/hr
Senior Designer I	\$200.00/hr
Designer	\$190.00/hr
Assistant Designer	\$185.00/hr
CADD Operator III	\$180.00/hr
CADD Operator II	\$170.00/hr
CADD Operator I	\$155.00/hr
CADD Drafter	\$145.00/hr
CADD Technician	\$125.00/hr
Project Coordinator	\$160.00/hr
Engineering Assistant	\$125.00/hr

Environmental Services

Senior Project Director	\$330.00/hr
Project Director	\$285.00/hr
Senior Specialist V	\$260.00/hr
Senior Specialist IV	\$245.00/hr
Senior Specialist III	\$235.00/hr
Senior Specialist II	\$225.00/hr
Senior Specialist I	\$210.00/hr
Specialist V	\$195.00/hr
Specialist IV	\$185.00/hr
Specialist III	\$175.00/hr
Specialist II	\$165.00/hr
Specialist I	\$155.00/hr
Analyst V	\$145.00/hr
Analyst IV	\$135.00/hr
Analyst III	\$125.00/hr
Analyst II	\$115.00/hr
Analyst I	\$105.00/hr
Technician III	\$90.00/hr
Technician II	\$80.00/hr
Technician I	\$70.00/hr

Mapping and Surveying Services

Application Developer II	\$220.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$170.00/hr
GIS Analyst III	\$150.00/hr
GIS Analyst II	\$135.00/hr
GIS Analyst I	\$125.00/hr
UAS Pilot	\$145.00/hr
Survey Lead	\$235.00/hr
Survey Manager	\$210.00/hr
Survey Crew Chief	\$165.00/hr
Survey Rod Person	\$120.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$180.00/hr
Construction Manager	\$175.00/hr
Project Manager	\$170.00/hr
Resident Engineer	\$175.00/hr
Construction Engineer	\$170.00/hr
On-site Owner's Representative	\$160.00/hr
Prevailing Wage Inspector	\$155.00/hr
Construction Inspector	\$145.00/hr
Administrator/Labor Compliance	\$120.00/hr

Hydrogeology/HazWaste Services

Project Director	\$335.00/hr
Principal Hydrogeologist/Engineer III	\$310.00/hr
Principal Hydrogeologist/Engineer II	\$300.00/hr
Principal Hydrogeologist/Engineer I	\$290.00/hr
Senior Hydrogeologist V/Engineer V	\$265.00/hr
Senior Hydrogeologist IV/Engineer IV	\$255.00/hr
Senior Hydrogeologist III/Engineer III	\$245.00/hr
Senior Hydrogeologist II/Engineer II	\$235.00/hr
Senior Hydrogeologist I/Engineer I	\$225.00/hr
Project Hydrogeologist V/Engineer V	\$215.00/hr
Project Hydrogeologist IV/Engineer IV	\$205.00/hr
Project Hydrogeologist III/Engineer III	\$195.00/hr
Project Hydrogeologist II/Engineer II	\$185.00/hr
Project Hydrogeologist I/Engineer I	\$175.00/hr
Hydrogeologist/Engineering Assistant	\$140.00/hr
HazMat Field Technician	\$125.00/hr

District Management & Operations

District General Manager	\$230.00/hr
District Engineer	\$215.00/hr
Operations Manager	\$165.00/hr
District Secretary/Accountant	\$145.00/hr
Collections System Manager	\$145.00/hr
Grade V Operator	\$135.00/hr
Grade IV Operator	\$115.00/hr
Grade III Operator	\$110.00/hr
Grade II Operator	\$90.00/hr
Grade I Operator	\$80.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$80.00/hr

Creative Services

Creative Services IV	\$175.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$140.00/hr
Creative Services I	\$125.00/hr

Publications Services

Technical Editor IV	\$175.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$140.00/hr
Technical Editor I	\$125.00/hr
Publications Specialist IV	\$130.00/hr
Publications Specialist III	\$115.00/hr
Publications Specialist II	\$110.00/hr
Publications Specialist I	\$100.00/hr
Clerical Administration	\$90.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

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, Section 3700 of the Labor Code.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. 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 two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 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.

- 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.
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, 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 liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, 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.
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. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- 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.