

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH GEOCON WEST, INC. FOR
GEOTECHNICAL AND MATERIALS TESTING SERVICES**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Geocon West, Inc., a California corporation ("Consultant"), whose address is 6960 Flanders Drive, San Diego, CA 92121, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to perform on-call geotechnical and materials testing 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 February 9, 2029, 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 **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, 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 Jelisa Adams 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 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 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. 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: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

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

Attn: Jelisa Adams
Geocon West, Inc.
6960 Flanders Drive
San Diego, CA 92121

26. CLAIMS

26.1 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.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the 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. PREVAILING WAGES

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Contractor and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

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: 1/13/26

By: Joe Montoya for
Aaron C. Harp 01.13.26 R
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: Geocon West, Inc.,
a California corporation
Date: _____

By: _____
William J. Lydon
Chief Financial Officer

Date: _____

By: _____
Jelisa Adams
Vice President

[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

ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing services that shall be required:

- Conduct geotechnical observations, field and lab testing for various types of projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC) and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

DESCRIPTION OF PROJECT CONTROLS TO PROVIDE HIGH QUALITY DELIVERABLES WHILE MINIMIZING ADDITIONAL DESIGN COSTS AND SCOPE CHANGES

Our foremost commitment under this contract is to provide exceptional service. We will maintain clear, consistent communication with the City's contract managers and keep open lines of contact at all times. Our team will be available to meet with you upon request and at your convenience; our phones remain on and accessible, and we will respond promptly to your calls, day or night.

To support continuity and efficiency, the same team will remain involved throughout the term of this contract, ensuring a thorough understanding of the City's objectives and facilitating successful contract performance. As part of our standard procedure, all billing information will be carefully reviewed by our Project Managers prior to submittal to the City.

QUALITY CONTROL



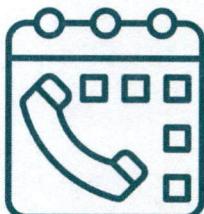
Geocon's cost control begins with effective quality control procedures. Geocon's established quality control procedures have earned us an excellent reputation for delivering quality products. Our in-house computerized cost control, project tracking, and project management system allows our project managers to monitor the quality of all aspects of a project as it evolves. All quality control begins with a team meeting after the contract has been awarded and before the start of work. The project manager reviews and formalizes the technical, budgetary, and schedule aspects of the project and discusses the information with the project team. Further technical checks are performed by the project manager after field and laboratory investigations to verify satisfactory project performance. In addition, Geocon's quality assurance program provides accuracy and reproducibility acceptable to industry standards. We accomplish this through the application of experienced staff, ongoing staff training, calibration of testing apparatus by certified independent agencies, and periodic review of Geocon's personnel and procedures by outside accredited testing and inspection agencies.

BUDGET CONTROL



Our commitment to providing good customer service begins with each proposal; once a scope of work and price have been developed and agreed upon, we do not issue change orders unless the scope of work or project schedule has been changed. As a project evolves, project costs are reviewed by the project manager every week or as needed throughout the project duration. If we see a change in the scope of work or that the project is going over budget, we will discuss the situation with the client immediately. **Geocon will not bill a client additional charges unless the charges have been pre-approved by the client and we have written authorization to do so.**

In order to be as cost-effective as possible, construction inspection and testing services are performed by multi-certified inspectors whenever possible. This often eliminates the need for a second inspector on the same day and saves the project money. We also practice value engineering throughout the construction duration because we recognize that the most significant project costs will be incurred during this time. We add value to projects by accurately evaluating site soil and geologic conditions and developing practical, cost-effective foundation and/or groundwater improvement alternatives.



SCHEDULE CONTROL

In order to maintain project schedules and minimize delays, **we maintain regular communication with clients throughout project durations**. Our staff understands the importance of direct client communication concerning the scope of work, project milestones, and project deliverables. We must have a clear understanding of the project and client expectations before commencing work. Through advanced planning and the establishment of project milestones, potential impacts on the critical path are flagged early to allow for contingency planning, which minimizes risks to the project, including delays and budget overruns.

Geocon regularly completes projects on schedule and is conscious of the importance of timeliness during report preparation and when responding to questions from the design team throughout the entire project duration. Documents will be provided to the project team in electronic (PDF) format to keep projects moving forward expeditiously. Reports will be sent electronically via email and by hard copy via overnight mail once completed. This will allow the project team more time to complete their tasks while waiting for the final documents. Our Schedule control methods have allowed us to provide deliverables promptly and have proven our ability to provide services for multiple, large-scale projects concurrently while adhering to project schedules.



COMMUNICATION COORDINATION

Ms. Jelisa Thomas Adams, GE, Contract Manager and Senior Engineer, will be responsible for maintaining an open line of communication with the City and will meet with you to determine your needs and develop a service strategy to meet those needs. Ms. Adams has over 19 years of experience performing geotechnical services for the design and construction of capital improvement projects and has a clear understanding of the California Building Code, ASCE 7, and ASCE 41, Title 24, Greenbook, CALTRANS, and CGS requirements. She will be responsible for developing scopes of work, the resourcing of personnel, reviewing project schedules and budgets, and providing oversight of geotechnical investigations, soils inspection, and testing activities, if needed.

Geocon will work with the City throughout the design process to make sure that project goals are achieved and deadlines are met. The City will be involved during the proposal process, will be kept up to date on major project milestones, and will be able to provide comments during report preparation. We will meet with our subcontractors early in the proposal process, so they have a clear understanding of the project, what is expected of them, and project deadlines. Once we receive a notice to proceed, Geocon will contact our subconsultants immediately to make sure they are prepared to perform their scope of work. We regularly work with local municipalities and other government agencies and will provide the necessary project coordination for permitting and planning. **Our key personnel will maintain communication with all parties involved at the project site and will be available for detailed discussions, as needed.**



MANAGING PHASED PROJECTS

Geocon provides geotechnical design and consultation services for capital improvement projects from project conception through the completion of construction. Our services are typically performed in phases throughout design, permitting, and construction. For a typical new CIP project, our services begin with a geologic hazard evaluation to assess the potential for geologic and seismic hazards that could adversely affect the proposed project. Following the geologic hazard evaluation, a geotechnical investigation is performed to provide recommendations pertaining to the geotechnical aspects of design and construction. We work with the City, design team, and regulatory agencies involved throughout the design process, as well as review project plans and specifications to verify conformance with pertinent design requirements before bidding and construction.

Once construction begins, Geocon provides oversight and performs soils and materials testing services to ensure that earthwork and construction are performed per the project plans and specifications. We have constant interaction with the Inspector of Record and the City throughout this process. We also respond to Requests for Information (RFIs) and interact with the design team with adherence to the required chain of communication. Upon completion of construction, we prepare final certification reports for project close-out procedures.

Whether providing geotechnical services during the design phase or construction phase, our staff is accustomed to mobilizing on relatively short notice and providing deliverables in a timely manner. We have proven capabilities to provide services for multiple, large-scale projects concurrently while adhering to project schedules and budgets.



ACCOUNTABILITY FOR PROJECT PLANS, SPECIFICATIONS & TIMELINES

Projects are always managed by licensed professional staff members who are familiar with the California Building Code, Title 24, Greenbook, and Caltrans standards and requirements. This ensures proper report preparation and efficient interaction with the City's Project Manager. In many instances, we are on a first-name basis with the project management staff, providing review of reports and construction documents. It is our policy to return telephone calls and respond to RFIs the same day they are received, whenever possible.

EXHIBIT B

SCHEDULE OF BILLING RATES



2025 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$106/hr
Engineering Assistant/Lab Technician.....	106/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*90/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*95/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*117/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*133/hr
Staff Engineer/Geologist.....	*135/hr
Senior Staff Engineer/Geologist	*148/hr
Project Engineer/Geologist	*159/hr
Senior Project Engineer/Geologist	*170/hr
Senior Engineer/Geologist	*191/hr
Associate Engineer/Geologist	*217/hr
Principal Engineer/Geologist/Litigation Support.....	424/hr
Attorney Fees (General)	530/hr
Deposition or Court Appearance	583/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Fee per call-out (if 4 hours or less) 4-Hour minimum, (if more than 4 hours and less than 8 Hours) 8-Hour minimum	
Short-Notice Cancellation, 4 Hours (if after 4 pm the day before the scheduled inspection or upon/after arrival at the job site)	

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment.....	\$11/hr	55-Gallon Drum	127/ea
Vehicle	11/hr	Visqueen (6 mil 20X100').....	143/roll
Special Inspection Equipment	5/hr	Traffic Cones/Barricades.....	37/day
Asphalt Cold Patch/Concrete	32/bag	TPHg(EPA 8015B)	74/ea
Double Ring Infiltrometer Equipment	212/day	TPHd/TPHmo	(EPA 8015M) 80/ea
GPS Unit	170/day	TPH Carbon Chain Breakdown.....	(EPA 8015M) 117/ea
Pick-up Truck	159/day	Methanol and/or Ethanol (EPA 8015M).....	133/ea
Water Buffalo.....	80/day	Volatile Organic Compounds.....	(EPA 8260B) 133/ea
D namic Cone Penetrometer	424/da	Semi-Volatile Or anic Compounds.....	(EPA 8270) 239/ea
Hand-Auger	53/day	PAHs (EPA 8270SIM).....	196/ea
Distilled Water (5-gallon).....	21/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	37/da	Sin le Metal	(EPA 6010B) 32/ea
Bailer (Disposable)	16/ea	Hexavalent Chrome (EPA 7199).....	80/ea
Stainless Sampling Pump	\$159/day	Organochlorine Pesticides (EPA 8081).....	117/ea
Battery-Powered Pump	80/day	Organophosphorus Pesticides (EPA 8141).....	133/ea
Water Level Indicator.....	42/day	Chlorinated Herbicides (EPA 8151).....	133/ea
Interface Probe	133/day	PCBs (EPA 8082)	101/ea
Photo-Ionization Meter.....	159/day	Soil pH (EPA 9045C)	21/ea
Combustible Gas Meter	159/day	WET or TCLP Extraction.....	90/ea
pH/Conductivity/Temperature Meter.....	159/day	EPA 5035 Sample Kits.....	42/ea
Turbidity Meter	85/day	Asbestos (PLM)	27/ea
Air Sampling Pump	85/day	Asbestos (400-point count)	53/ea
Level D PPE/Decon Rinse Equipment.....	58/day	Sample Compositing	21/composite
Concrete Coring Equipment	302/day	48-hour Turnaround Time.....	60% surcharge
Generator or Air Compressor	159/day	72-hour Turnaround Time.....	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$371/ea
(D698/D1557/T99/T108) 6-inch mold.....	371/ea
(CT 216) California Impact	371/ea
Check Point.....	159/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ...	212/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) 80/ea	
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	371/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	133/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$424/ea
(D2844/CT301) Resistance Value, Treated	424/ea
(D1883) California Bearing Ratio	636/ea
(C977) Stabilization Ability of Lime	212/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	636/ea
CHEMICAL ANALYSIS	
(G187/CT643/T288) pH and Resistivity.....	\$212/ea
(D4972/T289) pH Only	106/ea
(CT417) Sulfate Content.....	164/ea
(CT422) Chloride Content	164/ea
(D2974) Organic Content	133/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$286/ea
(D5856) Permeability, Rigid Wall	276/ea
(D2434) Permeability, Constant Head	297/ea
(D2434) Permeability, FHA Slab-on-Grade	117/ea
(D2434) Permeability, Hourly	58/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	477/ea
(D2435/T216) Consolidation Additional Point w/ Unload ...	133/ea
(D2435/T216) Time Rate Consol. (6 pts. w/Unload)	1,060/ea
(D2435/T216) Time Rate Consol. Add'l. Point w/Unload ...	212/ea
(D4546) Swell/Compression Testing & Density	159/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	106/ea
(D4546) Swell/Settlement Testing & Density (County)	159/ea
(D4546) Swell/Settlement Testing & Density (FHA)	106/ea
(D4829) Expansion Index of Soils.....	318/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$133/ea
#14 Bar	\$159/ea
#18 Bar (Proof Test)	\$186/ea
(A370) Bend Test	
#11 Bar & Smaller	\$80/ea
#14 & #18 Bar	\$106/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller	\$212/ea
#14 Bar & Larger.....	\$265/ea
(A370) Tensile - Electric Resist. Butt Splice w/ Control	212/ea
(A370) Straightening of bar (if required).....	80/ea
Structural Steel Tests:	
(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$159/ea
200,000 – 300,000 lbs.....	186/ea
300,000 – 400,000 lbs	212/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$318/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	212/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	186/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	159/ea
(C117/D1140/T11) Materials Finer than #200	133/ea
(D2216/T265/CT226) Moisture Content	42/ea
(D2487/D2488) Visual Soil Classification	42/ea

(D2937) Density of In-Place Soil, Drive-Cyl. Method	59/ea
(D4943) Shrinkage Factors of Soils, Wax Method.....	85/ea
(C131/C535/CT211) L.A. Abrasion Resistance	\$318/ea
(C142/T112) Clay Lumps and Friable Particles	164/ea

SOIL AND AGGREGATE PROPERTIES (CONT.D)

(C123/T113) Light Weight Particles	265/ea
(D3744/CT229/T210) Durability Index Fine	212/ea
(D3744/CT229/T210) Durability Index Coarse	212/ea
(CT227) Cleanliness Value	212/ea
(D4791) Flat & Elongated Particles	212/ea
(D693/CT205) Percent Crushed Particles	212/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate ..	212/ea
(C40/CT213/T21) Organic Impurities	106/ea
(C235) Soft Hardness (Scratch Hardness)	133/ea
(C88/CT214/T104) Sulfate Soundness	588/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate ..	212/ea
(C127/CT206/T85) Coarse Specific Gravity	186/ea
(C128/CT207/T84) Fine Specific Gravity	212/ea
(D854/CT209/T100) Specific Gravity of Soil	239/ea
(C29/CT212/T19) Unit Weight & Percent Voids	133/ea
(D2419/CT217/T176) Sand Equivalent	186/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) ..	292/ea
(D4318/CT204/T89) Liquid Limit	159/ea
(D4318/CT204/T90) Plastic Limit	159/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ..	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$106/ea
(D3080/T236) Direct Shear (3 points)	424/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass ..	\$159/ea
(D2850) Unconsolidated-Undrained Triaxial Shear	122/ea
(D2850) Unconsolidated-Undrained Triaxial Staged	170/ea
(D4767) Consolidated-Undrained Triaxial Shear	281/ea
(D4767) Consolidated-Undrained Triaxial Staged	360/ea
(EM1110) Consolidated-Drained Triaxial Shear	398/ea
(EM1110) Consolidated-Drained Triaxial Staged	509/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption	\$371/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	133/ea
(C140) Compression Test	318/ea
(C140) Compression Test (ea. addtl. specimen)	133/ea
(C426) Linear Drying Shrinkage	371/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	32/ea
(C942) Grout Prism (3"x3"x6"), trimming included	37/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16"	\$212/ea
(C1314) 8"x16"x16" – 10"x12"x16"	239/ea

LABORATORY TESTS* (CONTINUED)

<u>Pre-stressing Wire & Tendon Tests:</u>			
(A421) Tensile Strength, Single Wire.....	\$212/ea	(C1314) 12"x12"x16" – 12"x16"x16"	265/ea
(A416) Tensile Strength, 7-Wire Strand	\$265/ea	(C1314) Larger than 12"x16"x16"	Quote
<u>High Strength Bolt, Nut, & Washer Tests:</u>		<u>Brick Test (Set of 5 Specimens):</u>	
(A325/A490) Tensile Test on Bolts	\$133/ea	(C67) 24-Hour Absorption, Cold Water	\$265/set
(A563) Proof Load Test on Nuts	\$133/ea	(C67) 5-Hour Absorption, Boiling Water.....	\$265/set
(A325/A490) Hardness Test on Bolts.....	\$80/ea	(C67) Compression Test or Modulus of Rupture	\$318/set
(A536) Hardness Test on Nuts.....	\$80/ea	(C67) Each Additional Specimen.....	\$106/ea
(F436) Hardness Test on Washers	\$80/ea	CONCRETE**	
<u>Weld Specimen Tests:</u>		<u>Mix Designs:</u>	
(E164) Ultrasonic Examination	Quote	(ACI211/ACI214) Concrete Mix Design	\$477/ea
Machining & Prep of Test Specimen	Cost + 20%	(ACI211/ACI214) Review of Concrete Mix Design	\$477/ea
(E381) Macrotech Test (3 Faces)	\$376	(C192) Concrete Trial Mix (includes equipment & labor) ..	\$689/ea
ASPHALT TESTING		<u>Concrete Properties:</u>	
<u>Asphalt Properties:</u>		(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$32/ea
(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA \$133/ea		(C42/CT521/T22) Comp. Strength, Concrete/Gunit Core	\$64/ea
(D1560/CT366) Stabilometer Value (HVEEM)	\$265/ea	(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam ..	133/ea
(D2041) Theoretical Max Specific Gravity	\$212/ea	(C174) Length Measuring of Drilled Cores	\$106/ea
(D5444) Sieve Analysis of Extracted Asphalt	\$265/ea	(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$371/set
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$212/ea	(C1140) Shotcrete Panel (each addtl. specimen)	\$133/ea
(D1188) Unit Weight of Asphalt Core.....	117/ea	(C496) Static Modulus of Elasticity	\$265/ea
MISCELLANEOUS TESTING SERVICES		(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$689/set
<u>Calibration of Hydraulic Ram:</u>		(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete	101/ea
100 Ton & Under	\$318/ea	(F1869) Vapor Emission Rate, Concrete Subfloor	80/ea
101 Tons – 200 Tons.....	424/ea		
<u>Use of Universal Testing Machine:</u>			
UTM with One Operator	\$477/ea		
Additional Technician	Regular Tech Rate		
<u>Spray Applied Fireproofing:</u>			
(E605/E736) Fireproofing Oven Dry Density/Thickness ...	\$159/ea		

***2X Surcharge on rush turn-around for laboratory testing.**

****Fee applies for sample storage, testing, or disposal.**

VIBRATION MONITORING SERVICES

Initial Set-Up & Baseline Readings (Each).....	\$3,180	Monitoring (Monthly)	\$6,360
Installation (Two Stations).....	\$3,710	Monitoring (Weekly).....	\$2,120
Installation (Each Additional Station).....	\$2,120	Monitoring (Daily).....	\$530
Meetings, Additional Reporting (Hourly).....	\$170	Emergency Site Visit.....	\$678

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.

City must provide prior written approval for all equipment, materials, and outside services prior to being incurred.

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 and 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, 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, 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, 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, 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. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000)

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 subconsultants 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 subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants 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.