

**PROFESSIONAL SERVICES AGREEMENT  
WITH GMU GEOTECHNICAL, INC. FOR  
PAVEMENT MANAGEMENT PROGRAM AND INSPECTION SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 23rd day of June, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GMU GEOTECHNICAL, INC., a California corporation ("Consultant"), whose address is 30336 Esperanza, Rancho Santa Margarita, CA 92688, 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 pavement management plan and inspection 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 June 30, 2030, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

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

**3. TIME OF PERFORMANCE**

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

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

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

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

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

#### 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Ninety Five Thousand Five Hundred Thirty Three Dollars and 00/100 (\$195,533.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

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

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

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

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

## **5. PROJECT MANAGER**

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Roger Schlierkamp 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, 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, but only to the extent permitted by law, and not to exceed the policy limits of Consultant's insurance policy where applicable.

## **10. INDEPENDENT CONTRACTOR**

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

this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

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

## **12. CITY POLICY**

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

## **13. PROGRESS**

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

## **14. INSURANCE**

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

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

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

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual

relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## **17. OWNERSHIP OF DOCUMENTS**

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

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

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

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

Attn: Aron Taylor  
GMU Geotechnical, Inc.  
30336 Esperanza  
Rancho Santa Margarita, CA 92688-2118

## **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: 4/30/26

By: Jose Montoya for  
Aaron C. Harp 4-30-26 rs  
City Attorney

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**CONSULTANT: GMU GEOTECHNICAL,  
INC.,** a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Moscrop  
President and 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

Consultant shall be responsible for providing pavement management program professional services including, as a minimum:

A. Field Inspection – Consultant shall conduct field inspections using the windshield, walking, and/or calibrated automatic surveys methods per OCTA guidelines. For consistency, the City prefers a combination of windshield and walking survey methods.

i. Conduct pavement inspections for all arterials and collectors during odd numbered years.

ii. Conduct pavement inspections for residential streets and alleys in Areas 1 through 3 during odd numbered years.

iii. Conduct pavement inspections on residential streets and alleys in Areas 4 through 7 during even numbered years.

Refer to Appendix A for designation of the seven areas.

B. MicroPAVER Database – Consultant shall be responsible for updating the entire database, entering all field inspection data into MicroPAVER and updating the work history fields with recently completed roadway construction projects. The City currently uses MicroPAVER version 7.1.2. Consultant is required to procure and use the same software and version to complete this work. The MicroPAVER database consists of 663 branches and 1,998 sections.

C. PCI Report – Generate Pavement Condition Index (PCI) reports in Excel format showing each MicroPAVER section and calculate the citywide average PCI. Report shall be separated into residential streets and arterials.

D. Quality Control – Provide quality control check of PCIs from past inspections for deviations greater than ten PCI points. Consultant shall include costs for calibrating new PCI field inspection data to the previous consultant's inspections, if applicable. Researching the deviations and reinspection may be required to complete quality control efforts.

E. OCTA Measure M2 Report – Consultant shall prepare and submit the OCTA Measure M2 PMP report during odd numbered years. The first draft OCTA Measure M2 report shall be submitted in January. Final PMP report shall be submitted by March of each odd year.

F. GIS ArcMAP – Consultant shall prepare and submit an GIS ArcMAP shapefile that contains PCI data, updating data fields and adding and removing fields based on the City's requests, including formatting to be compatible with the City's GIS system.

G. Progress Meetings – Consultant will be required to meet with City staff during the yearly process to review and discuss progress and coordinate courses of action. It is anticipated that a maximum of four (4) design meetings will be required per year. Consultant will be required to prepare the meeting agenda and meeting minutes.

### ***Task 1 – Kick-off and Progress Meeting with the City Staff***

GMU will begin by conducting a kick-off meeting with the City of Newport Beach to launch the project. We will then schedule regular progress meetings to keep City staff informed on work status and key findings. These meetings will address:

- Street classifications
- Quality Control Plan
- Past pavement management plan reports, excel files, or databases
- Pavement repair strategies (pavement repair “toolbox”)
- Other topics that may arise during the project.

GMU will also perform a comprehensive document review of all provided City records related to previous projects, inventory, maps, and other relevant information.

### Deliverables

- Meeting agendas prepared prior to each meeting
- Meeting minutes, with action items and due dates, provided after each meeting
- Draft QA/QC Plan

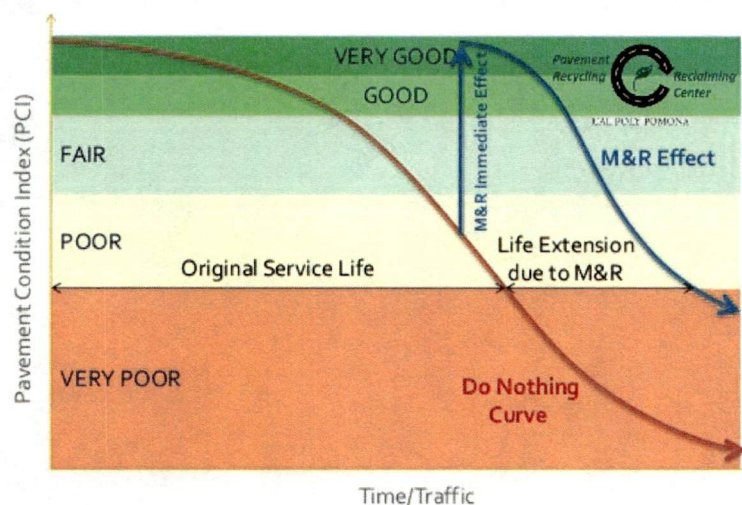
### Task 2 – Update Maintenance and Rehabilitation Activities

GMU will incorporate the Maintenance and Rehabilitation (M&R) activities (i.e., work history) performed since the last PMP update into the PMP database. GMU will request the following information from the City:

- Project plans and specifications
- Project limits
- General repair/treatment types
- Approximate work dates
- Construction cost information or bid results

Incorporating the M&R history into the PMP is essential. It improves pavement condition predictions and allows more accurate M&R schedules and cost estimates to be derived.

Additionally, absent work history information can lead to discrepancies between the predicted PCI and the actual measured PCI. The following graph illustrates this concept.



**Figure 4: Illustration showing the effect of M&R activities on pavement performance. Not recording the M&R activity may lead to PCI prediction discrepancies.**

## Deliverables

- QA/QC of the existing MicroPAVER Database
- MicroPAVER database with updated M&R work history
- Maintenance and Rehabilitation (M&R) history table

### Task 3 – Pavement Condition Survey

To objectively evaluate the condition of the City’s pavements (including both MPAH and local streets), GMU will conduct manual surface condition assessments in accordance with American Society of Testing and Materials (ASTM) D6433-11 “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys” and OCTA guidelines. Additionally, GMU personnel who perform the pavement surface condition assessments are certified by the Orange County Transportation Authority (OCTA).

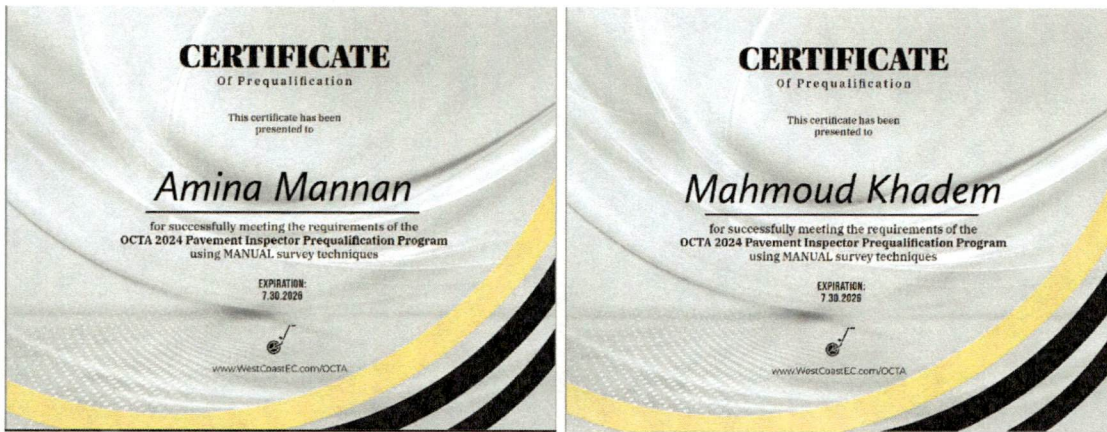


Figure 5: GMU OCTA-certified Pavement Inspectors.

To summarize ASTM D6433, this standard test method defines 20 different asphalt concrete pavement distress types and 19 different Portland cement concrete distress types, how to rate and measure them, and how to calculate the Pavement Condition Index (PCI). For asphalt concrete and Portland cement concrete pavements, the different pavement distress types defined by the test method are summarized as follows:

| Asphalt Concrete Pavement Distress Types per ASTM D6433 |                                        |                                    |                       |
|---------------------------------------------------------|----------------------------------------|------------------------------------|-----------------------|
| 1. Alligator or Fatigue Cracking                        | 6. Depression                          | 11. Patching / Utility Cut Patches | 16. Shoving           |
| 2. Bleeding                                             | 7. Edge Cracking                       | 12. Polished Aggregates            | 17. Slippage Cracking |
| 3. Block Cracking                                       | 8. Joint Reflection Cracking           | 13. Potholes                       | 18. Swell             |
| 4. Bumps and Sags                                       | 9. Lane/Shoulder Drop-Off              | 14. Railroad Crossing              | 19. Raveling          |
| 5. Corrugation                                          | 10. Longitudinal / Transverse Cracking | 15. Rutting                        | 20. Weathering        |

**Figure 6. Asphalt Concrete Pavement Distress Types per ASTM D6433.**

| Concrete Pavement Distress Types per ASTM D6433 |                                      |                        |                      |
|-------------------------------------------------|--------------------------------------|------------------------|----------------------|
| 21. Blowup / Buckling                           | 26. Joint Seal Damage                | 31. Polished Aggregate | 36. Scaling          |
| 22. Corner Break                                | 27. Lane / Shoulder Drop-off         | 32. Popouts            | 37. Shrinkage Cracks |
| 23. Divided Slab                                | 28. Linear Cracking                  | 33. Pumping            | 38. Spalling, Corner |
| 24. Durability "D" Cracking                     | 29. Patching, Large and Utility Cuts | 34. Punchout           | 39. Spalling, Joint  |
| 25. Faulting                                    | 30. Patching, Small                  | 35. Railroad Crossing  |                      |

**Figure 7. Concrete Pavement Distress Types per ASTM D6433.**

Besides identifying the distress type, the severity level of the given distress type is also considered (i.e., low, medium, or high typically). In addition to identifying the type of pavement distress, its severity level (typically classified as low, medium, or high) and quantity (measured in square feet or linear feet) are also recorded.

The type, extent, and severity of observed distresses are used to calculate the Pavement Condition Index (PCI), a standardized rating on a scale of 0 to 100, with 100 representing a new

or recently constructed pavement. Generally, streets with more extensive and severe distress receive lower PCI scores.

Determining PCI values enables the City to objectively prioritize and schedule pavement improvements based on actual pavement conditions.

During pavement distress surveys, key street segment characteristics, such as functional classification, pavement type, surface area, and number of travel lanes, will be verified and updated as needed.



**Figure 8: GMU Staff Engineer performing a PCI survey.**

As described in the reference (1) RFP, a yearly rotation in inspection will be followed, as presented below:

| <u>Streets to be Surveyed</u>                    | Year |      |      |      |
|--------------------------------------------------|------|------|------|------|
|                                                  | 2027 | 2028 | 2029 | 2030 |
| <b>Arterials and Collectors</b>                  | X    |      | X    |      |
| <b>Residential Streets and Alleys (Zone 1-3)</b> | X    |      | X    |      |
| <b>Residential Streets and Alleys (Zone 4-7)</b> |      | X    |      | X    |

OCTA has recommended walking inspections for MPAH roadways. There is some flexibility in using windshield on local streets and alleys. Accordingly, we will perform walking surveys on MPAH and a combination of windshield/walking surveys on local streets and alleys.

***Task 3 – Pavement Condition Survey***

Using MicroPAVER, the Pavement Condition Index (PCI) of each section will be calculated. As summarized in Task 1, the distress types, extent, and severity observed during the pavement surface condition assessments will be input into the software. A PCI summary table will also be prepared to summarize the condition of each street.

**Deliverables**

- Update PCI table and summary
- Inspection Report in Excel format

***Task 5 – Quality Control Procedures***

Accurate data collection is critical for any field-based activity, especially for pavement distress surveys used in pavement management planning. GMU recognizes the importance of data quality and incorporates robust quality control procedures throughout the data collection process.

PCI surveys will be performed by OCTA-certified pavement inspectors, who earned certification by demonstrating proficiency in identifying pavement distresses within control sample units selected by OCTA. Certification is awarded only after OCTA reviews and confirms the inspector's ability to accurately identify distress types, severities, and extents, and to calculate PCI values in accordance with ASTM D6433.

In addition to using certified inspectors, GMU will implement supplemental quality control procedures outlined in the OCTA guidelines to further enhance PCI survey accuracy. These procedures are summarized as follows.

#### **PCI Data Quality Control**

A second GMU OCTA-certified pavement inspector will perform walking re-inspections of random sections inspected by the first inspector. The selected sections will be randomly chosen to span different conditions, such as:

- Different Pavement Types (AC or PCC)
- Different Pavement Conditions (streets with different PCI ranges)
- Different Pavement Age
- Different M&R history
- Different Functional Classifications

For the data to be acceptable, the types and severities of the distresses must be the same and the quantities must be within 10% of each other. If more than 10% of the sites have unacceptable data, then additional sites will be reviewed and compared. This process will continue until at least 95% of the selected sites meet the acceptability criteria. Costs and time to perform re-inspections will not be collected from the City.

#### **Current PCI Data vs Historical PCI Data Quality Control & Comparison**

As another level of quality control, GMU will compare the newly collected PCI data with past PCI data. If no M&R is performed between the two inspection dates, properly designed and constructed pavements typically deteriorate at a rate of approximately 2 to 4 PCI points per year. Discrepancies beyond this range are flagged for further review.

PCI data is considered acceptable if it differs by less than 10 PCI points compared to the previous inspection/projection. Otherwise, the sections will be investigated under the following two scenarios:

- Scenario 1 – PPCI increases by more than 10 points: the section will be investigated to check if M&R activities have occurred but were not recorded. M&R activities such as crack sealing, slurry seal, overlay, patching, etc., will increase the PCI of the section.
- Scenario 2 – PCI decreases by more than 10 points: The section will be investigated to check if the deterioration rate is acceptable. In case the deterioration exceeds the typical and default rates, the section will be re-inspected.

#### ***Task 6 – Budget Analyses and Maintenance and Rehabilitation (M&R) Planning***

##### **Unit Cost Update**

We will review historical bid results provided to us, collaborate with the City on the development of new/revised unit costs for various maintenance and repair strategies, and develop updated unit costs for various maintenance and repair strategies.

Our experience in the construction phase of pavement projects allows us to advise on unit costs for various pavement maintenance, rehabilitation, and reconstruction strategies. In addition to our experience in construction and understanding of unit costs of various strategies, GMU regularly

performs pavement evaluation projects that consider construction costs. These designs involve comparing the estimated construction cost for multiple strategies and considering the expected life of the treatment/repair.

The unit cost assigned for various maintenance and rehabilitation (M&R) strategies will have a significant impact on the strategy selection, the City's funding projections, and the needs assessment. GMU's comprehensive range of pavement engineering expertise, from design to construction, will allow us to uniquely execute this task.

### **Budget Scenario Analysis, (M&R) Planning**

GMU proposes to evaluate three funding scenarios per OCTA requirements:

1. Current Budget Scenario (existing budget)
2. Maintain PCI Scenario (budget required to maintain the existing network PCI)
3. Improve PCI Scenario (budget required to improve the network PCI by one point)

The information gathered from the previous tasks will be used to prioritize streets for maintenance and/or rehabilitation for each funding scenario. Factors such as funding scenario, strategy selection, unit costs, and pavement condition all affect how the streets are prioritized and what repairs should be implemented to achieve the desired budget or PCI goal. A table will be provided that shows the 7-year maintenance and rehabilitation schedule that includes the following:

- Street Names for Maintenance / Rehabilitation
- Year of M&R
- Type of M&R
- Recommend projects for future years

### **Deliverables**

- Updated unit cost table
- Recommended M&R schedule and estimated required budget for each street and for each year

### ***Task 7 – OCTA Measure M2 Report***

We understand that the City is required to submit a PMP plan to OCTA on odd years for funding purposes. OCTA PMP guidelines require MPAH (i.e., arterial streets) to be surveyed every two years and all local streets surveyed every six years.

Four PMP updates will be performed, and two reports will be prepared in the odd years. Each updated report will include a 7-year analysis period, as required by OCTA, and will address the following elements:

- Condition / Status of Pavement Segments
- Average PCI for
  - Entire Pavement Network
  - MPAH Roadways
  - Local Streets
- Projected PCI under existing funding levels over the next seven years for
  - Entire Pavement Network

- MPAH Roadways
- Local Streets
- Seven-year plan for road maintenance and rehabilitation, identifying street sections selected for treatment, based on the existing budget, including
  - Street name
  - Limits of work
  - Lengths, widths, and pavement areas
  - Functional classification
  - PCI and the most recent date of inspection
  - Type of treatment
  - Cost of treatment
  - Year of treatment
- Alternative funding levels required to
  - Maintain the existing average network PCI
  - To improve the average network PCI
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs
- Updated GIS shapefile of the current PCI ratings
- OCTA PMP submittal for Measure M compliance in accordance with OCTA Guidelines for Pavement Management Plans.

**Deliverables**

A draft report and a final report will be prepared for each of the 2027 and 2029 updates:

- **2027 Report**
  - Includes PCI surveys of all MPAH streets and residential streets and alleys in zones 1-3
  - **Comprehensive OCTA Compliant PMP Report**
- **2029 Report**
  - Includes PCI surveys of all MPAH streets and residential and alleys in zones 4-7
  - **Comprehensive OCTA Compliant PMP Report**



**Figure 9: OCTA PMP Submittal**

During odd-numbered years, GMU will submit a draft report to the City for review and quality control prior to finalization. Upon completion, updated electronic copies of the MicroPAVER database (.e70 file format) and GIS database will be provided to the City.

During even-numbered years, GMU will submit an updated PCI Inspection Report (Excel format), along with the corresponding GIS file and MicroPAVER database (.e70 file format).

**Task 8 – GIS ArcMap Update**

We will update the existing GIS dataset, and submit it to the City as part of the deliverables. This dataset will consist of linear geographic features that represent road/street segments, and will include different attributes such as street name, street limits (from, to), length, PCI, etc. We will ensure the updated GIS database is full compatibility with the City’s GIS system.





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

# **PROPOSED FEE**

## **Pavement Management Program and Inspection Services**

***City of Newport Beach***

**Proposal No.:** 26.029.00

**Fee Schedule:** 2026 City of Newport Beach Fee Schedule


| <b>Year</b>                                             | <b>Cost</b>      |
|---------------------------------------------------------|------------------|
| <b>2027 Pavement Management Program Update Services</b> | <b>\$59,805</b>  |
| <b>2028 Pavement Management Program Update Services</b> | <b>\$40,297</b>  |
| <b>2029 Pavement Management Program Update Services</b> | <b>\$56,844</b>  |
| <b>2030 Pavement Management Program Update Services</b> | <b>\$38,587</b>  |
| <b>Total Cost</b>                                       | <b>\$195,533</b> |

# PROPOSED FEE

## Pavement Management Program and Inspection Services (2027) City of Newport Beach

Proposal No.: 26.029.00

Fee Schedule: 2026 City of Newport Beach Fee Schedule


|      | Staff Engineer or Geologist | Senior Staff Engineer or Geologist | Project Engineer or Geologist | Senior Engineer or Geologist | Associate Engineer or Geologist | Principal/Director | Senior Principal | CAD/GIS Design Engineer | Document Preparation and Project Services | Staff Engineering Technician |
|---------------------------------------------------------------------------------------|-----------------------------|------------------------------------|-------------------------------|------------------------------|---------------------------------|--------------------|------------------|-------------------------|-------------------------------------------|------------------------------|
|                                                                                       | \$192                       | \$214                              | \$240                         | \$285                        | \$295                           | \$320              | \$320            | \$148                   | \$123                                     | \$120                        |
| Rate (per hr unless otherwise noted)                                                  |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 1 Progress Meetings with the City Staff</b>                                 |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Meetings with the City Staff                                                          |                             |                                    |                               | 4                            |                                 | 4                  |                  |                         |                                           |                              |
| Document Review                                                                       |                             | 2                                  |                               | 3                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             | 428                                |                               | \$1,995                      |                                 | \$1,600            |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$4,023                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 2 Update Maintenance and Rehabilitation Activities</b>                      |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Review and Update M&R history                                                         |                             | 8                                  |                               | 4                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             | \$1,712                            |                               | \$1,140                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$2,852                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 3 Pavement Condition Survey</b>                                             |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Survey                                                                                |                             |                                    |                               | 4                            |                                 |                    |                  |                         |                                           | 240                          |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$1,140                      |                                 |                    |                  |                         |                                           | \$28,800                     |
| <b>Task Subtotal</b>                                                                  | \$29,940                    |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 4 Pavement Condition Index (PCI) Analysis</b>                               |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Pavement Condition Index (PCI) Analysis                                               |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$2,280                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 5 Quality Control Procedures</b>                                            |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Perform Inspection on Random Sections                                                 | 32                          |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Analysis                                                                              |                             |                                    |                               | 11                           |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         | \$6,144                     |                                    |                               | \$3,135                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$9,279                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 6 Budget Analyses and Maintenance and Rehabilitation (M&amp;R) Planning</b> |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Unit Cost Update                                                                      |                             | 4                                  |                               | 1                            |                                 |                    |                  |                         |                                           |                              |
| Budget Scenario Analysis, (M&R) Planning                                              |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             | \$856                              |                               | \$2,565                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$3,421                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 7 OCTA Measure M2 Report</b>                                                |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Draft Report and Appendices                                                           |                             |                                    | 8                             | 4                            |                                 | 1                  |                  |                         |                                           |                              |
| Final Reports after OCTA Review                                                       |                             |                                    |                               | 2                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    | \$1,920                       | \$1,710                      |                                 | \$640              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$4,270.00                  |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 8 GIS ArcMap Update</b>                                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| GIS                                                                                   |                             |                                    |                               | 12                           |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$3,420                      |                                 | \$320              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$3,740                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>ESTIMATED TOTAL</b>                                                                | <b>\$59,805</b>             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |

# PROPOSED FEE

## Pavement Management Program and Inspection Services (2028) City of Newport Beach

Proposal No.: 26.029.00

Fee Schedule: 2026 City of Newport Beach Fee Schedule


| <br>Rate (per hr unless otherwise noted) | Staff Engineer or Geologist | Senior Staff Engineer or Geologist | Project Engineer or Geologist | Senior Engineer or Geologist | Associate Engineer or Geologist | Principal/Director | Senior Principal | CAD/GIS Design Engineer | Document Preparation and Project Services | Staff Engineering Technician |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|-------------------------------|------------------------------|---------------------------------|--------------------|------------------|-------------------------|-------------------------------------------|------------------------------|
|                                                                                                                           | \$192                       | \$214                              | \$240                         | \$285                        | \$295                           | \$320              | \$320            | \$148                   | \$123                                     | \$120                        |
| <b>Task - 1 Progress Meetings with the City Staff</b>                                                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Meetings with the City Staff                                                                                              |                             |                                    |                               | 4                            |                                 | 4                  |                  |                         |                                           |                              |
| Document Review                                                                                                           |                             | 2                                  |                               | 3                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             | 428                                |                               | \$1,995                      |                                 | \$1,600            |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$4,023                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 2 Update Maintenance and Rehabilitation Activities</b>                                                          |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Review and Update M&R history                                                                                             |                             | 8                                  |                               | 4                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             | \$1,712                            |                               | \$1,140                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$2,852                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 3 Pavement Condition Survey</b>                                                                                 |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Survey                                                                                                                    |                             |                                    |                               | 6                            |                                 |                    |                  |                         |                                           | 160                          |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$1,710                      |                                 |                    |                  |                         |                                           | \$19,200                     |
| <b>Task Subtotal</b>                                                                                                      | \$20,910                    |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 4 Pavement Condition Index (PCI) Analysis</b>                                                                   |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Pavement Condition Index (PCI) Analysis                                                                                   |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$2,280                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 5 Quality Control Procedures</b>                                                                                |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Perform Inspection on Random Sections                                                                                     | 16                          |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Analysis                                                                                                                  |                             |                                    |                               | 12                           |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             | \$3,072                     |                                    |                               | \$3,420                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$6,492                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 6 Budget Analyses and Maintenance and Rehabilitation (M&amp;R) Planning</b>                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Unit Cost Update                                                                                                          |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Budget Scenario Analysis, (M&R) Planning                                                                                  |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$0                         |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 7 OCTA Measure M2 Report</b>                                                                                    |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Draft Report and Appendices                                                                                               |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Final Reports after OCTA Review                                                                                           |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$0                         |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 8 GIS ArcMap Update</b>                                                                                         |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| GIS                                                                                                                       |                             |                                    |                               | 12                           |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$3,420                      |                                 | \$320              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$3,740                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>ESTIMATED TOTAL</b>                                                                                                    | <b>\$40,297</b>             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |

# PROPOSED FEE

## Pavement Management Program and Inspection Services (2029) City of Newport Beach

Proposal No.: 26.029.00

Fee Schedule: 2026 City of Newport Beach Fee Schedule


| <br>Rate (per hr unless otherwise noted) | Staff Engineer or Geologist | Senior Staff Engineer or Geologist | Project Engineer or Geologist | Senior Engineer or Geologist | Associate Engineer or Geologist | Principal/Director | Senior Principal | CAD/GIS Design Engineer | Document Preparation and Project Services | Staff Engineering Technician |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|-------------------------------|------------------------------|---------------------------------|--------------------|------------------|-------------------------|-------------------------------------------|------------------------------|
|                                                                                                                           | \$192                       | \$214                              | \$240                         | \$285                        | \$295                           | \$320              | \$320            | \$148                   | \$123                                     | \$120                        |
| <b>Task - 1 Progress Meetings with the City Staff</b>                                                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Meetings with the City Staff                                                                                              |                             |                                    |                               | 4                            |                                 | 4                  |                  |                         |                                           |                              |
| Document Preparation                                                                                                      |                             | 2                                  |                               | 3                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             | 428                                |                               | \$1,995                      |                                 | \$1,600            |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$4,023                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 2 Update Maintenance and Rehabilitation Activities</b>                                                          |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Review and Update M&R history                                                                                             |                             | 8                                  |                               | 4                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             | \$1,712                            |                               | \$1,140                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$2,852                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 3 Pavement Condition Survey</b>                                                                                 |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Survey                                                                                                                    |                             |                                    |                               | 2                            |                                 |                    |                  |                         |                                           | 240                          |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$570                        |                                 |                    |                  |                         |                                           | \$28,800                     |
| <b>Task Subtotal</b>                                                                                                      | \$29,370                    |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 4 Pavement Condition Index (PCI) Analysis</b>                                                                   |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Pavement Condition Index (PCI) Analysis                                                                                   |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$2,280                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 5 Quality Control Procedures</b>                                                                                |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Perform Inspection on Random Sections                                                                                     | 24                          |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Analysis                                                                                                                  |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             | \$4,608                     |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$6,888                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 6 Budget Analyses and Maintenance and Rehabilitation (M&amp;R) Planning</b>                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Unit Cost Update                                                                                                          |                             | 4                                  |                               | 1                            |                                 |                    |                  |                         |                                           |                              |
| Budget Scenario Analysis, (M&R) Planning                                                                                  |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             | \$856                              |                               | \$2,565                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$3,421                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 7 OCTA Measure M2 Report</b>                                                                                    |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Draft Report and Appendices                                                                                               |                             |                                    | 8                             | 4                            |                                 | 1                  |                  |                         |                                           |                              |
| Final Reports after OCTA Review                                                                                           |                             |                                    |                               | 2                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    | \$1,920                       | \$1,710                      |                                 | \$640              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$4,270.00                  |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 8 GIS ArcMap Update</b>                                                                                         |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| GIS                                                                                                                       |                             |                                    |                               | 12                           |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                                                             |                             |                                    |                               | \$3,420                      |                                 | \$320              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                                                      | \$3,740                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>ESTIMATED TOTAL</b>                                                                                                    | <b>\$56,844</b>             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |

# PROPOSED FEE

## Pavement Management Program and Inspection Services (2030) City of Newport Beach

Proposal No.: 26.029.00

Fee Schedule: 2026 City of Newport Beach Fee Schedule

|      | Staff Engineer or Geologist | Senior Staff Engineer or Geologist | Project Engineer or Geologist | Senior Engineer or Geologist | Associate Engineer or Geologist | Principal/Director | Senior Principal | CAD/GIS Design Engineer | Document Preparation and Project Services | Staff Engineering Technician |
|---------------------------------------------------------------------------------------|-----------------------------|------------------------------------|-------------------------------|------------------------------|---------------------------------|--------------------|------------------|-------------------------|-------------------------------------------|------------------------------|
|                                                                                       | \$192                       | \$214                              | \$240                         | \$285                        | \$295                           | \$320              | \$320            | \$148                   | \$123                                     | \$120                        |
| Rate (per hr unless otherwise noted)                                                  |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 1 Progress Meetings with the City Staff</b>                                 |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Meetings with the City Staff                                                          |                             |                                    |                               | 4                            |                                 | 4                  |                  |                         |                                           |                              |
| Document Preparation                                                                  |                             | 2                                  |                               | 3                            |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             | 428                                |                               | \$1,995                      |                                 | \$1,600            |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$4,023                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 2 Update Maintenance and Rehabilitation Activities</b>                      |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Review and Update M&R history                                                         |                             | 8                                  |                               | 4                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             | \$1,712                            |                               | \$1,140                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$2,852                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 3 Pavement Condition Survey</b>                                             |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Survey                                                                                |                             |                                    |                               | 4                            |                                 |                    |                  |                         |                                           | 160                          |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$1,140                      |                                 |                    |                  |                         |                                           | \$19,200                     |
| <b>Task Subtotal</b>                                                                  | \$20,340                    |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 4 Pavement Condition Index (PCI) Analysis</b>                               |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Pavement Condition Index (PCI) Analysis                                               |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$2,280                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 5 Quality Control Procedures</b>                                            |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Perform Inspection on Random Sections                                                 | 16                          |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Analysis                                                                              |                             |                                    |                               | 8                            |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         | \$3,072                     |                                    |                               | \$2,280                      |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$5,352                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 6 Budget Analyses and Maintenance and Rehabilitation (M&amp;R) Planning</b> |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Unit Cost Update                                                                      |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Budget Scenario Analysis, (M&R) Planning                                              |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$0                         |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 7 OCTA Measure M2 Report</b>                                                |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Draft Report and Appendices                                                           |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| Final Reports after OCTA Review                                                       |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$0                         |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>Task - 8 GIS ArcMap Update</b>                                                     |                             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| GIS                                                                                   |                             |                                    |                               | 12                           |                                 | 1                  |                  |                         |                                           |                              |
| <b>Subtotal (by category)</b>                                                         |                             |                                    |                               | \$3,420                      |                                 | \$320              |                  |                         |                                           |                              |
| <b>Task Subtotal</b>                                                                  | \$3,740                     |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |
| <b>ESTIMATED TOTAL</b>                                                                | <b>\$38,587</b>             |                                    |                               |                              |                                 |                    |                  |                         |                                           |                              |



**2026 SCHEDULE OF CHARGES  
CITY OF NEWPORT BEACH**

**PROFESSIONAL SERVICES**

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|                                           |                |
|-------------------------------------------|----------------|
| Document Preparation and Project Services | \$ 123.00/hour |
| CAD/GIS Design Engineer                   | \$ 148.00/hour |
| Staff Engineer or Geologist               | \$ 192.00/hour |
| Senior Staff Engineer or Geologist        | \$ 214.00/hour |
| Project Engineer or Geologist             | \$ 240.00/hour |
| Senior Engineer or Geologist              | \$ 285.00/hour |
| Associate Engineer or Geologist           | \$ 295.00/hour |
| Principal/Director                        | \$ 320.00/hour |

**FIELD INSPECTION & TESTING SERVICES**

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|                                                                                         |                 |
|-----------------------------------------------------------------------------------------|-----------------|
| Staff Engineering Technician                                                            | \$ 120.00/hour* |
| • Services provided under direct supervision of a Senior Engineering Technician         |                 |
| Senior Engineering Technician                                                           | \$ 145.00/hour* |
| • Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.  |                 |
| • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.                       |                 |
| Registered Special Inspector ( <i>No 4-hour minimum</i> )                               | \$ 145.00/hour* |
| • Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.                       |                 |
| • Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing            |                 |
| Instrumentation Engineer                                                                | \$ 175.00/hour  |
| • Slope inclinometer and Piezometer monitoring                                          |                 |
| • Manometer for floor-level surveys                                                     |                 |
| • Stormwater turbidity & pH meter                                                       |                 |
| • Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc. |                 |
| • Pipeline video camera for drains, wells, etc.                                         |                 |
| Engineering Seismological Technician (includes 3-channel seismograph)                   | \$ 175.00/hour  |
| • Blast vibration monitoring                                                            |                 |
| • Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)  |                 |

**\*Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 55.00/hour

**LABORATORY TESTING SERVICES**

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|                                                                                                                    |                |
|--------------------------------------------------------------------------------------------------------------------|----------------|
| Laboratory Testing                                                                                                 | \$ 150.00/hour |
| <i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i> |                |

**OTHER CHARGES**

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|                               |            |
|-------------------------------|------------|
| Outside Services              | Cost + 15% |
| Reimbursables & Reprographics | Cost       |

Any fees accrued as other charges shall be approved in writing by the City 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.