

Attachment B

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH MOFFATT & NICHOL FOR NEWPORT HARBOR SEAWALL REPLACEMENT/REHABILITATION

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 24th day of March, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MOFFATT & NICHOL, a California corporation ("Consultant"), whose address is 4225 East Conant Street, Suite 101, Long Beach, CA 90808, and is made with reference to the following:

RECITALS

- A. On February 13, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-9503-1) ("Agreement") for Newport Harbor Seawall Project management including Project Management, Research and Data Collection, Field Survey/Bathymetric Surveying Services, Preliminary Design Report, Permitting, Construction Documents, Construction Support Services. ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, as amended, increase the total compensation, revise Contractor's Project Manager, revise Contractor's contact for notices, update the Schedule of Billing Rates, and update the Insurance Requirements.

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

1. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement and Exhibit A to this Amendment No. One shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

2. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "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 **Seven Hundred Eighty Eight Thousand Four Hundred Eighty Dollars and 00/100 (\$788,480.00)**, 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."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Three Hundred Thirty Nine Thousand Six Hundred Seventy Seven Dollars and 00/100 (\$339,677.00)**.

3. PROJECT MANAGER

Section 5.1 of the Agreement is amended in its entirety and replaced with the following: "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 David Aceves 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."

4. NOTICES

Section 25.3 of the Agreement is amended in its entirety and replaced with the following: "All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Michelle Anghera
Moffatt & Nichol
4225 East Conant Street, Suite 101
Long Beach, CA 90808"

5. INSURANCE

As of the Effective Date of this Amendment No. One, Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement and Amendment No. One shall hereafter refer to "Exhibit C" attached hereto.

6. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

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

Date: 2/26/25

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp 2/26/25 ps
City Attorney

By: _____
Lauren Kleiman
Mayor

ATTEST:

Date: _____

CONSULTANT: MOFFATT & NICHOL,
a California corporation

Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
Michelle Anghera
Vice President

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES

Moffatt & Nichol (M&N) shall provide support to the City of Newport Beach (City) for the Newport Harbor Seawall Replacement/Rehabilitation project. M&N shall provide additional seawall replacement/repair design services for the existing seawall locations within Newport Harbor beyond those identified in the current contract (C-9503-1). The proposed seawall improvement project extents are conceptually shown in Figure 1. The City has requested inclusion of additional scope of work and fee for final engineering design for a complete seawall replacement only at one location (Location #1). The repairs and flood mitigations at the seawalls (Locations #2 through #8) are also included. Provide soil stabilization plan for sink holes and voids that form behind the 41st street seawall (Location #9). The alternatives for replacement/repairs for the defects identified were included in the previously provided "Preliminary Design Alternatives Study" prepared by M&N, dated September 25, 2024.



Figure 1 – Newport Harbor Seawall Replacement / Rehabilitation Project Extents

Scope of Work

The scope of work for the Newport Harbor Seawall Replacement/Rehabilitation will include conducting additional geotechnical site investigations, providing project figures and information required for local CEQA

review and submitting permit applications to regulatory agencies, and performing final engineering design services for the preferred seawall design alternative.

The tasks presented in this proposal follows the format of the current contract (C-9503-1) and additional services are presented where required to prepare final design for the preferred alternatives for replacement/repairs for the locations identified in the previously provided "Preliminary Design Alternatives Study".

Task 1 – Project Management

Task 1.1 – Additional Meetings and Coordination

M&N will submit the construction document package and coordinate with the City for review and addressing comments. Meetings and coordination during the design include the following:

- Submit construction documents to City and address comments as needed for bid issuance. Assumes three (3) rounds of comments (60%, 90%, and 100% Design).
- Attend meetings to clarify design intent and discuss recommendations, including:
 - Attending up-to two (2) design coordination meetings with City staff including preparation and follow-up.
- Perform QA/QC reviews and procedures.
- General administration, management, and processing of monthly invoices.

Task 2 – Research and Data Collection (No Adjustments)

Task 3 – Field Survey and Site Investigation Services

This task includes performing additional geotechnical investigations and studies to provide geotechnical recommendations for a replacement seawall at one of the eight study locations (Location #1). Site investigations include the following efforts:

Task 3.1 – Pre-Exploration Services

M&N's geotechnical subconsultant, Earth Mechanics, Inc. (EMI), will perform a site reconnaissance to observe the existing conditions at study area Location #1 to evaluate equipment/vehicle access and other potential constraints including:

- Review utility plans for the work area at 33rd Street provided by the City and use that data in selecting the location for the proposed testing work.
- After the exploration location(s) are marked, contact 811/Underground Service Alert (USA) to request member utilities mark their underground facilities in the proposed work area. We anticipate that USA will notify utility owners (including the City of Newport Beach) of the proposed work, and that those agencies will locate and mark underground utilities in the vicinity of the work area.
- Apply for and obtain exploration permits from Orange County Environmental Health Division as required to perform Cone Penetration Testing (CPT) for up-to three (3) CPT's.
- It is anticipated that the CPT locations will be located at dead-end street locations adjacent to the seawall, and that traffic control services will not be required for utility screening or the subsequent geotechnical exploration activities. However, we expect that no-parking signs will need to be posted in the work areas 72 hours prior to those operations and EMI will post those signs as part of the work.

Task 3.2 – Geotechnical Exploration

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EMI will perform investigations necessary to determine site specific soil characteristics including:

- Perform one (1) day of CPT exploration and assume up to three (3) CPT's can be performed over this period. This will help identify any variability of subsurface conditions. Explorations for CPT's at the study area Location #1 will be performed to a depth of approximately 50 feet below the existing ground surface. The CPT work will be performed using conventional truck-mounted rig equipment. The CPT test hole will be abandoned and filled with cement/bentonite grout and the pavement surface will be patched with black dyed quick concrete. It is assumed the City will perform any demolition or clearing of vegetation necessary to allow access for testing equipment to the site.
- Scope of work assumes no soil samples are anticipated to be retrieved, and laboratory testing of soils is not required. In addition, no soil cuttings are anticipated to be generated, and no expense is required for soil disposal.

Task 3.3 – Geotechnical Analysis and Reporting

EMI will provide geotechnical input to determine site specific soil properties and characterization in the vicinity of the proposed seawall replacement including:

- Use subsurface data acquired in this study to develop an idealized soil profile for the site and use that idealized profile in geotechnical analyses and design input. It is anticipated the analyses will consist of assessing potential lateral earth pressure coefficients, lateral earth pressures for a restrained seawall bulkhead, and gross stability for the typical design cross section.
- Evaluate lateral stability of the proposed wall and develop static and seismic earth pressure demands on wall. Determine geotechnical capacity of tie-backs and provide geotechnical input to the project structural design.
- Global stability evaluation and lateral earth pressures for static and seismic (non-liquefaction conditions) for the replacement seawall in conformance with the current California Building Code/ASCE 7-22 standards.
- Recommendations will be included in a Geotechnical Report (Draft and Final). Document geotechnical field investigation, analysis results, and recommendations. The report will also include construction considerations related to tie-back construction as the preferred lateral support method.

Task 3 Deliverables

- Geotechnical Report for Seawall Replacement (Draft and Final)

Exclusions/Assumptions

The geotechnical design scope and fee presented in this proposal have been prepared with the assumptions outlined below.

- It is anticipated that USA/811 will notify utility owners (including the City of Newport Beach) of the proposed work, and that those agencies will locate and mark underground utilities in the vicinity of the proposed borehole locations. EMI will not be responsible for impacts to underground utilities or buried structures that are not marked or those that are improperly located in the field.
- Geotechnical recommendations for Locations #2 through #8 are excluded from the scope of this proposal. Any improvements at these locations are considered either under repair maintenance, or minimum building code criteria will be referenced for design.

Task 4 – Preliminary Design Report (No Adjustments)

Task 5 – Permitting (No Adjustments)

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- Per City email response on December 18, 2024, no additional permitting services are provided until preliminary coordination with City Building Department, and regulatory agencies occurs to discuss permitting requirements. Additional services are potentially required beyond those covered in existing scope and fee.

Task 6 – Construction Documents

This task includes preparation of plans, specifications, estimates of probable construction cost (PS&E), and necessary bidding documents for the preferred alternatives selected by City staff for the project improvements. PS&E documents will be prepared with the purpose of issuing documents for advertising for competitive bid by construction contractors.

Task 6.1 – Prepare Plans and Technical Specifications (60%, 90%, and 100%)

- Prepare plans to include general layouts, demolition plans, and structural sheets of the seawall. General performance and technical specification details will also be provided to accompany front-end standard specifications.
- The drawing package will be separated into two separate bid packages and will include the following plan sheets:

Seawall Replacement (Location #1)

- Cover Sheet (1)
- General Notes and Project Requirements (2)
- Demolition Notes, Plan, and Details (2)
- Seawall Replacement Notes, Plan(s), Sections, and Details (5)
- Landside Grading and Fill Notes, Plan(s), Sections, and Details (2)
- Backland Soil Treatment & Fill Notes, Plan(s), Sections, and Details (3)

Seawall Repair and Flood Mitigation (Locations #2 through #8)

- Cover Sheet (1)
- General Notes and Project Requirements (2)
- Seawall Repair Notes, Plan(s), Sections, and Details (10)
- Sheet Pile Toe-Wall Sections and Details (3)
- Prepare Specifications and Bid Items List
 - Prepare technical specifications in MS Word format
 - It is assumed that all front-end boiler-plate General Provisions and Standard Agreements will be provided by the City as a MSWord file for editing as required; the only new documents created will be technical specifications for the improvements.

Task 6.2 – Prepare Cost Estimates and Schedule

- Prepare rough order-of-magnitude cost estimates and schedule to include an accuracy of -15% to +20% (Class 3) in accordance with American Association of Cost Estimating (AACE) International guidelines.
 - Estimates to include detailed design estimates for one (1) preferred improvement scenario for Location #1 and one (1) preferred improvement scenario for Locations #2 through #8.
 - A qualified and experienced M&N Professional Engineer with expertise in estimating construction costs for waterfront infrastructure will generate a construction cost estimate for the waterside

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project elements as addressed in this scope of work. The cost estimate will be produced in conformance with the Class 3 standards set by the AACE *International Recommended Practice No. 56R-08* (see Table 1).

ESTIMATE CLASS	Primary Characteristic	Secondary Characteristic			
	LEVEL OF PROJECT DEFINITION Expressed as % of complete definition	END USAGE Typical purpose of estimate	METHODOLOGY Typical estimating method	EXPECTED ACCURACY RANGE Typical variation in low and high ranges [a]	PREPARATION EFFORT Typical degree of effort relative to least cost index of 1 [b]
Class 5	0% to 2%	Concept Screening	Capacity Factored, Parametric Models, Judgment, or Analogy	L: -20% to -50% H: +30% to +100%	1
Class 4	1% to 15%	Study or Feasibility	Equipment Factored or Parametric Models	L: -15% to -30% H: +20% to +50%	2 to 4
Class 3	10% to 40%	Budget, Authorization, or Control	Semi-Detailed Unit Costs with Assembly Level Line Items	L: -10% to -20% H: +10% to +30%	3 to 10
Class 2	30% to 70%	Control or Bid/Tender	Detailed Unit Cost with Forced Detailed Take-Off	L: -5% to -15% H: +5% to +20%	4 to 20
Class 1	50% to 100%	Check Estimate or Bid/Tender	Detailed Unit Cost with Detailed Take-Off	L: -3% to -10% H: +3% to +15%	5 to 100

Table 1: AACE Estimate Classifications

Task 6.3 – Prepare Engineering Design Calculations

The calculation package will accompany the construction documents package. The calculation package will include the following:

- Prepare Basis of Design criteria. Reference relevant codes and provide a synthesis of engineering criteria for the site. Submitted for City review at Draft and Final milestones.
 - Metocean (wind, wave, current, tsunami) design parameters are assumed to be available through public records or other nearby previous projects and scope does not include studies for determining site specific Metocean design parameters.
- Required engineer-of-record designs for seawall repairs/replacement. Prepare structural calculations for seawall improvements with special considerations to include adhering to current design codes, coordination with City and stakeholders to define seawall operational parameters, and coordinating soil loading on seawall with geotechnical engineer.
 - Seawall designs assume that the full wall replacement (Location #1) will be required to consider measures to meet current minimum building code (CBC 2025) requirements, specifically to consider special seismic region considerations and sea level rise height increase mandates. Furthermore, full seawall replacement assume effects due to seismically-induced liquefaction do not apply. If liquefaction potential is determined during geotechnical investigations, an additional proposal can be provided if mitigation measures are required.
- Provide rough site civil grading in locations approximately 5ft behind proposed replacement seawall (Location #1). Include quantity takeoffs, rough grading elevations, and backfill material types.

Task 6 Deliverables

- PS&E Documents, including:

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- Location #1
 - Calculations
 - Basis of Design
 - 60%, 90%, and 100% Plans, Specifications, Estimate of Probable Cost
 - Written response to comments (three (3) rounds of comments)
- Location #2 through #8
 - Calculations
 - Basis of Design
 - 60%, 90%, and 100% Plans, Specifications, Estimate of Probable Cost
 - Written response to comments (three (3) rounds of comments)

Exclusions/Assumptions

The final design scope and fee presented in this proposal have been prepared with the assumptions outlined below. If these assumptions change during the design process, the scope/fee outlined in this proposal will need to be modified.

- The general layout of improvements is consistent with the layout as shown in Figure 1.
- It is understood the City has selected Alternative #3 "Full Seawall Replacement" for Location #1 and the repairs for Locations #2 through #8 will utilize Alternative #2A. Backland treatment or ground improvements are only considered as part of the Location #1 "Full Seawall Replacement" alternative selected. Furthermore, permeation grouting is the identified preferred method to create a zone of stabilized soils behind the seawall. This will be designed as a performance specification giving the Contractor general guidelines to follow, but will be a design-build item during construction.
- Proposal assumes CEQA environmental review will follow a 'categorical exemption' and regulatory permitting applications and coordination through local, state, and federal agencies is consistent with previously provided scope and fee for repair of existing facilities. If a higher level of CEQA review or additional permitting services are needed these will be provided under a separate proposal.
- Design assumes surveys and potholing to determine locations of existing utilities is not required for the scope of work or provided by contractor during construction.
- Engineering design for utility systems including mechanical, electrical, and storm drain systems is excluded from this proposal. It is assumed that utilities may cross the existing or proposed walls and improvements to utilities for routing around or through walls is excluded from this proposal. Furthermore, proposal does not include additional surveys to identify existing utility conflicts. A separate proposal can be provided for these services if necessary.
- Design services for seawall improvements exclude the following:
 - Hazardous materials disposal for landside excavation material, if required.
 - Landscaping, sidewalk, and buildings sitework.
 - Street/sidewalk improvements to provide ADA path of travel from right-of-way, and public street.
 - Site civil grading in locations greater than 5ft behind proposed seawall.
 - Utility requirements and tie-ins to main service utilities.
 - Site drainage, water quality management, or erosion control plans and reports.
 - Any Dredging as determined by regulatory agencies that results from proposed improvements.

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Task 7 – 41st Street Seawall Soil Stabilization (Location #9)

This task includes site investigation services, preparation of plans, specifications, estimates of probable construction cost (PS&E), and necessary bidding documents for the soil stabilization preferred alternatives selected by City staff for the project improvements. PS&E documents will be prepared with the purpose of issuing documents for advertising for competitive bid by construction contractors.

Task 7.1 – Project Management

M&N will submit the construction document package and coordinate with the City for review and addressing comments. Meetings and coordination during the design include the following:

- Submit construction documents to City and address comments as needed for bid issuance. Assumes three (3) rounds of comments (60%, 90%, and 100% Design).
- Attend meetings to clarify design intent and discuss recommendations, including:
 - Attending up-to two (2) design coordination meetings with City staff.
- Perform QA/QC reviews and procedures.
- General administration, management, and processing of monthly invoices.

Task 7.2 – Field Survey and Site Investigation Services

M&N's Inspection and Rehabilitation (I&R) team to conduct an above water site inspection of the existing seawall from both landside on top of wall and water side in front of wall to assess the condition of the wall at the time of design effort start. Inspection to include documentation of depth of void below the wall seen in pictures via probing. M&N's survey and utility inspection subconsultants, Guida and Downstream Services, respectively, will also be conducting as site survey and storm drain utility inspection of the 41st street seawall (Location #9).

- Above water field investigation of by two (2) M&N's I&R team member to inspect the condition the seawall from landside behind the wall and waterside in front of the wall. The I&R team will document findings with photographs and measurements of any voids found behind or in front of the wall prior to the development of a soil stabilization plan.
- Project control and topographical survey shall be conducted by M&N's subconsultant, Guida, to map the wall and area behind the wall between the two residential properties out to the intersection of 41st street and River Ave. Survey will also include the calculation of street centerline, right of ways, parcels, and easements on available record maps.
- Subsurface utility mapping of existing storm drain utility that run directly behind the seawall
- CCTV camera storm drain utility inspections shall be conducted by M&N's subconsultant, Downstream Services, to inspect the condition of the existing storm drain pipe that runs in the 41st street seawall. Inspection service assumed that utility pipe will require cleaning and removal of sand and marine growth which may have accumulated within the pipe prior to inspection. [add 2cuyd]

Task 7.3 – Construction Documents

This task includes preparation of plans, specifications, estimates of probable construction cost (PS&E), and necessary bidding documents for the preferred alternatives selected by City staff for the project improvements. PS&E documents will be prepared with the purpose of issuing documents for advertising for competitive bid by construction contractors.

Prepare Plans and Technical Specifications (60%, 90%, and 100%)

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- Prepare plans to include general layouts, structural sheets and details for the seawall. General performance and technical specification details will also be provided to accompany front-end standard specifications.
- The drawing package will be separated into two separate bid packages and will include the following plan sheets:

Seawall Soil Stabilization (Location #9)

- Cover Sheet (1)
- General Notes and Project Requirements (2)
- Seawall Soil Stabilization Notes, Plan(s), Sections, and Details (5)

Prepare Cost Estimates and Schedule

- Prepare rough order-of-magnitude cost estimates and schedule to include an accuracy of -15% to +20% (Class 3) in accordance with American Association of Cost Estimating (AACE) International guidelines.
 - Estimates to include detailed design estimates for one (1) soil stabilization scenario for Location #9.
 - A qualified and experienced M&N Professional Engineer with expertise in estimating construction costs for waterfront infrastructure will generate a construction cost estimate for the waterside project elements as addressed in this scope of work. The cost estimate will be produced in conformance with the Class 3 standards set by the AACE *International Recommended Practice No. 56R-08* (see Table 1).

Task 7 Deliverables

- PS&E Documents, including:
 - Basis of Design
 - 60%, 90%, and 100% Plans, Specifications, Estimate of Probable Cost
 - Written response to comments (three (3) rounds of comments)

Exclusions/Assumptions

The final design scope and fee presented in this proposal have been prepared with the assumptions outlined below. If these assumptions change during the design process, the scope/fee outlined in this proposal will need to be modified.

- The layout of the wall shall remain unchanged,
- It is understood that the City has selected to have a soil stabilization plan to be developed rehabilitation of the wall to address a recurring issue City maintenance has been encountering behind the 41st street wall. Issue has been described through email, telecom meetings and pictures as a sink hole forming behind the wall and voids forming under seawall. Conventional remediation methods attempted by the City involve fill and placement of addition sand behind and in front of wall. Proposed rehabilitation plan of wall to address the loss of fill and wall undermining shall be limited to soil improvements. No wall replacement shall be considered under this task.
- Proposal assumed that soil stabilization behind the wall will require no additional CEQA environmental review or regulatory permitting to complete. Soil stabilization plan will be focused on improvements to soil behind the wall. Placement of fill in front of wall in harbor shall be excluded from scope.
- Storm drainage utility to be CCTV camera inspected assumed to require clean out prior to inspection being conducted. Material removed from storm drainage prior to inspection shall be disposed of off site by the inspecting contractor.

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- Engineering design for utility systems including mechanical, electrical, and storm drain systems is excluded from this proposal. It is assumed that existing storm drain utility that crosses under the existing wall the existing seawall shall not require improvements to the system. Rehabilitation shall be limited to repair of existing utility if found to be damaged during site investigations.

Task 8 – Construction Support Services (No Adjustments)

- Per City email response on December 18, 2024, no additional permitting services are provided until the scope of construction is better defined following development of Construction Documents. Additional services are potentially required beyond those covered in existing scope and fee.

EXHIBIT B

SCHEDULE OF BILLING RATES

Fee Estimate

M&N shall assist the City on a time and materials basis not to exceed a total fee of \$788,480 which includes an additional \$339,677 beyond the original authorized contract amount. The cost per task is shown on the table below.

Task No.	Description	Original Contract Amount	Requested Amendment #1
1	Project Management	\$26,932	\$10,300
2	Research and Data Collection (No Adjustments)	\$9,608	-
3	Field Survey and Site Investigation Services	\$93,177	-
3.1	Pre-Exploration Services	-	\$5,580
3.2	Geotechnical Exploration and Laboratory Testing	-	\$11,928
3.3	Geotechnical Analysis and Reporting	-	\$37,377
4	Preliminary Design Report (No Adjustments)	\$85,791	-
5	Permitting (No Adjustments)	\$47,933	-
6	Construction Documents	\$139,907	-
6.1	Prepare Plans and Technical Specifications	-	\$75,055
6.2	Prepare Cost Estimates and Schedule	-	\$12,509
6.3	Prepare Engineering Design Calculations	-	\$37,528
7	41st Street Soil Stabilization	-	-
7.1	Pre-exploration services	-	6,916
7.2	Field Survey and Site investigation	-	36,914
7.3	Prepare Plans and Technical Specifications	-	82,812
7.4	Prepare Cost Estimates and Schedule	-	18,392
8	Construction Support Services (No Adjustments)	\$39,622	-
Markup on Subconsultant Fees (5%)		\$5,833	\$4,366
Subtotal		\$448,803	\$339,677*
Total		\$788,480	

*Includes Sub-consultant Fee (Earth Mechanics Inc.) of Approximately \$58,769

*Includes Sub-consultant Fee (Guida) of Approximately \$12,180

*Includes Sub-consultant Fee (Downstream services) of Approximately \$16,380

Schedule

M&N anticipates the 60% Design Deliverable will be completed within approximately 8 – 12 weeks following NTP. The 90% and 100% Design Deliverables will be completed within approximately 2 – 4 weeks, respectively, after receipt of City comments.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

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

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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