

**AMENDMENT NO. ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH RAK DEVELOPMENT, INC. DBA KREUZER CONSULTING GROUP FOR
OLD NEWPORT BOULEVARD AND WEST COAST HIGHWAY MODIFICATIONS**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RAK DEVELOPMENT, INC., a California corporation doing business as ("DBA") KREUZER CONSULTING GROUP ("Consultant"), whose address is 18872 MacArthur Blvd, Suite 210, Irvine, CA 92612, and is made with reference to the following:

RECITALS

- A. On October 17, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-5244-1) ("Agreement") for engineering support services for the Old Newport Boulevard and West Coast Highway Intersection Improvement ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, to extend the term of the Agreement to October 16, 2029 and to increase the total compensation.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on October 16, 2029, unless terminated earlier as set forth herein."

2. 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.

3. 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 **Three Hundred Six Thousand Six Hundred Fifty Five Dollars and 00/100 (\$306,655.00)**, 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 **Two Hundred Eighty Six Thousand Fifty Nine Dollars and 00/100 (\$286,059.00)**.

4. 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: 8/18/25

By: Joe Montoya for
Aaron C. Harp
City Attorney

8.18.25
AC

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: Rak Development, Inc.,
a California corporation DBA Kreuzer
Consulting Group

Date: _____

By: _____
Richard Andrew Kreuzer
Chief Executive Officer, Chief Financial
Officer

Date: _____

By: _____
Kelsey A Jaap
Secretary

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES

Task 1.0 – Project Management, Administration and Meetings

Under this task, Consultant will manage the subconsultant team and coordinate project activities and tasks with the City of Newport Beach. Consultant will attend all project related meetings for the duration of the Project.

Task 2.0 – Field Reviews

Under this task, Consultant will conduct field reviews, as required, to ensure base map accuracy and to evaluate and resolve design issues in the field.

Task 3.0 – Utility Coordination

Due to the Project being on hold for over 2 years, Consultant will need to reestablish and maintain utility coordination activities which will consist of the following efforts:

- Review plans showing location and size of all utility lines and appurtenances within the Project area.
- Cross check plotted locations above with detailed topographic survey information to ensure that existing lines are shown in proper location. Field checks will be performed as necessary.
- Based on the proposed improvements, determine where potential utility conflicts exist and where utility relocation is warranted.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. This coordination effort will require providing updated plans to the utility agencies for the proposed improvements and also meeting with the various utility service planners on the Project site, as necessary, to discuss conflicts and/or relocations.

Task 4.0 – Additional Field Survey

Consultant has assumed that there will likely be a need to pick up additional field survey points to support the detailed design of the wall and on-site improvements on the back side of A's as well as some points on the Pacific Imaging site. Consultant has included provisions for 3 days of additional surveying, as needed.

Task 5.0 – Updated Base Plan

Based on the results of tasks 2.0, 3.0 and 4.0, Consultant will modify the Project base plan.

Task 6.0 – Utility Potholing

As reflected on Exhibit A on the following page, Consultant has identified the need for 4 utility potholes for the Project.

Bess Test Labs (BST) will conduct these potholes per their proposal which is included herein as Attachment 1.

Task 7.0 – Wall Geotechnical Report

A geotechnical investigation and report are required to support the design of the soldier pile retaining wall along Santa Ana Avenue on the back side of the A's property.

Albus Associates will complete this work in conformance with their proposal which is included herein as Attachment 2.

Task 8.0 – Pacific Imaging Site Layout and Preliminary Design

City staff are currently having discussions with the Pacific Imaging property owner. Based on these discussions, the parties anticipate the need to develop some options and alternatives for this Project site to facilitate further discussion and, ultimately, the owner's approval of improvements on his property. Consultant will develop preliminary plans and/or graphics, as requested, to facilitate this process.

Task 9.0 – A's Site Layout and Preliminary Design

Consultant has done a fair amount of preliminary design work to date on this site. This task will include refinements to this design and preparation of graphics, as required, to facilitate the City's further discussions with the property owner.

Task 10.0 – Santa Ana Wall Design

Under this task Consultant will set the wall horizontal alignment and will develop a profile for the wall. Consultant's design will also include the removal of the existing structure on the slope behind the Pacific Imaging site. Cross sections will be developed to depict the wall as well as the vertical location of Santa Ana Avenue and the proposed parking lots adjacent to the wall on the A's and Pacific Imaging sites.

The structural details and supporting calculations for the retaining wall will be completed by Rende Consulting Group (RCG) in conformance with their proposal which is included herein as Attachment 3.

Task 11.0 – Modify/Finalize Legal Descriptions and Plats

Based on the final design plans, Consultant will modify the current legal descriptions and right of way plats for the acquisitions required from the A's site (AP #049-110-01) and the Pacific Imaging Site (AP #049-110-29) for the Project. These documents will cover all necessary takes, including permanent takes/easements as well as temporary construction easements.

Task 12.0 – Right of Way Acquisition

Dokken Engineering will provide right of way acquisition services for the Project in conformance with their proposal which is included herein as Attachment 4.

Task 13.0 – Prepare 90% PS&E

Under this task, the Consultant will prepare a 90% complete plan set consisting of the following sheets:

Description Sheets Scale

Title Sheet 1 NTS

Typical Sections 1 NTS

Construction Details 2 NTS

Removal Plans 1 1"=20'

Roadway Plan & Profile 2 1"=20' H; 1"=2' V

Off Site Plans 3 1"=10'

Utility Plan 1 1"=20'

Drainage Plan 1 1"=20'

Storm Drain Profiles 1 1"=20' H; 1"=2' V

Retaining Wall Plan & Profile 1 1"=20' H; 1"=4' V

Retaining Wall Details 2 Varies

Planting Plan 2 1"=10'

Irrigation Plan 2 1"=10'

Planting & Irrigation Details 2 NTS

Signing & Striping Plans 2 1"=20'

Construction Staging Plans 5 1"=40'

Cross Sections 9 1"=10' H; 1"=1' V

Consultant will provide Construction Specifications for the Project as well as prepare and submit quantity calculations and a construction cost estimate.

Consultant will utilize the services of Clark and Green Associates for the preparation of planting and irrigation plans and details. Their proposal is contained in Attachment 5 herein.

Task 14.0 – Update/Finalize Water Quality Document

Under this task, Consultant will update and finalize the Draft WQMP that was prepared for the Project in 2022. This document will be finalized in conformance with City format and content requirements.

Task 15.0 – Respond to City Comments and Submit 100% PS&E

Under this task, Consultant will address all City comments on the 90% submittal and will submit revised PS&E along with a response matrix which addresses all 90% comments.

Task 16.0 – Respond to City Comments and Submit Final PS&E

Under this task, Consultant will address all City comments on the 100% submittal and will submit revised PS&E along with a response matrix which addresses all 100% comments.

Task 17.0 – Caltrans Encroachment Permit

Under this task, Consultant will package the Project plans, including traffic control plans and required supporting documentation for submittal to Caltrans for an Encroachment Permit. This permit application will be processed through the CEPS portal. Consultant will address all Caltrans comments and/or requests for additional information until the permit is obtained.

EXHIBIT B

SCHEDULE OF BILLING RATES

City of Newport Beach
PCH/Old Newport Intersection Improvements

Exhibit B
Fee Schedule

Task	PROJECT MANAGER	PROJECT ENGINEER	FIELD SURVEY	LUMP SUM	KCG TOTAL	SUB						TOTAL
	hr.	hr.	hr.			RENDE	ALBUS	BST	DOKKEN	CLARK & GREEN	SUBS TOTAL	
	\$220	\$140	\$235									
1 PM, Administration and Meetings	60	16			\$15,440							\$15,440
2 Field Review	4	4			\$1,440							\$1,440
3 Utility Coordination	12	20			\$5,440							\$5,440
4 Additional Field Survey	1	2	24		\$6,140							\$6,140
5 Update Base Files	2	12			\$2,120							\$2,120
6 Utility Potholing	2	4			\$1,000			\$11,360			\$11,360	\$12,360
7 Wall Geotechnical Report	2	4			\$1,000		\$15,400				\$15,400	\$16,400
8 Pacific Imaging Site Layout, Preliminary Design and Final Design	8	12			\$3,440							\$3,440
9 A's Site Layout, Preliminary Design and Final Design	4	8			\$2,000							\$2,000
10 Santa Ana Ave Wall Design	24	48			\$12,000	\$19,600					\$19,600	\$31,600
11 Modify/Finalize Legal Descriptions and Plats	8	16			\$4,000							\$4,000
12 Right of Way Acquisition	12	16			\$4,880				\$61,575		\$61,575	\$66,455
13 Prepare 90% PS&E	80	160			\$40,000					\$21,924	\$21,924	\$61,924
14 Update/Finalize Water Quality Document	4	10			\$2,280							\$2,280
15 Respond to City Comments and Submit 90% PS&E	40	80			\$20,000							\$20,000
16 Respond to City Comments and Submit 100% PS&E	20	40			\$10,000							\$10,000
17 Caltrans Encroachment Permit	24	48			\$12,000							\$12,000
18 Bidding and Construction Support	24	16			\$7,520	\$4,000					\$4,000	\$11,520
Reimbursables				\$1,500	\$1,500							\$1,500
Total Hours	331	516	24									
Total Cost	\$72,820	\$72,240	\$5,640	\$1,500	\$152,200	\$23,600	\$15,400	\$11,360	\$61,575	\$21,924	\$133,859	\$286,059