

## **Attachment A**

Professional Services Agreement with Kimley-Horn and Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT  
WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR  
AIRPORT AREA SPECIFIC PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this January 13, 2026 day of Click here to enter a date. ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation ("Consultant"), whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, 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 an Airport Area Specific Plan as detailed in the Scope of Services attached hereto as Exhibit "A" ("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 January 12, 2028, 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 **Six Hundred Twelve Thousand Three Hundred Ninety Eight Dollars and 00/100 (\$612,398.00)**, 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 Xiaofan Li, AICP to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

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

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

## **6. ADMINISTRATION**

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

## **7. CITY'S RESPONSIBILITIES**

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

## **8. STANDARD OF CARE**

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

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

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

## **9. HOLD HARMLESS**

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

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

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

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

## **12. CITY POLICY**

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

## **13. PROGRESS**

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

## **14. INSURANCE**

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

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

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

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. 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: Principal Planner  
Community Development Department  
City of Newport Beach  
100 Civic Center Drive  
PO Box 1768  
Newport Beach, CA 92658

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

Attn: Xiaofan Li, AICP  
Kimley-Horn and Associates, Inc.  
1100 Town and Country Rd, Suite 700  
Orange, CA 92868

## **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: 12/18/25

By: Jose Montoya for  
Aaron C. Harp 12.18.25  
City Attorney At

**ATTEST:**

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

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

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

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

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

**CONSULTANT:** Kimley-Horn and  
Associates, Inc., a North Carolina  
Corporation

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

By: \_\_\_\_\_  
Jason Marechal  
Vice President

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

By: \_\_\_\_\_  
Jacob Glaze  
Assistant Secretary

**[END OF SIGNATURES]**

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

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## SCOPE OF WORK

Kimley-Horn confirms that we can perform all services requested in the Scope of Services.

### TASK 1. KICK-OFF MEETING

Kimley-Horn will initiate the Project with an in-person Kick-Off Meeting to align expectations, confirm roles and responsibilities, and establish a clear understanding of goals, constraints, and opportunities for the Project.

The meeting will include the City's project team, Kimley-Horn's project manager, key technical staff, and a representative from Kosmont.

Topics will include:

- Review of the City's goals, vision, and expectations for the Airport Area Specific Plan
- Overview of known opportunities and constraints within the Project area
- Discussion of existing background information, plans, studies, and data sources available
- Communication protocols and points of contact
- Community engagement approach and schedule overview
- Confirmation of project milestones and deliverables
- Review of the preliminary project schedule and refinement based on City feedback

Kimley-Horn will lead the meeting, prepare a detailed agenda in advance, and document key outcomes through meeting minutes. An initial project schedule will be presented and refined with City input. The schedule will be updated throughout the Project, to reflect adjustments in scope, priorities, or timelines.

The Kimley-Horn team will conduct one on-site visit within the City to evaluate existing site conditions and understand the local context, existing environment, and relationship to surrounding uses. This task will happen after the kick-off meeting on the same day.

#### Deliverables

- » Kick-Off Meeting Agenda (electronic format - PDF)
- » Initial Project Schedule (electronic format - PDF)
- » Kick-Off Meeting Minutes (electronic format - PDF)
- » Site Visit

#### Schedule

The kick-off meeting, site visit, and related preparations will take place within the first two weeks of the overall project timeline.

Task 1	Kick-off Meeting	Month 1	Month 2						
		1.1	Kick-off Meeting						

### TASK 2. PUBLIC OUTREACH

We recognize that meaningful engagement with the Newport Beach community, and coordination with John Wayne Airport and adjacent City of Irvine residents, is essential to the success of this project. Outreach efforts will prioritize connecting with residential neighborhoods, property owners, and business owners within the Project area. While English is the predominant language spoken in Newport Beach, we will allocate budget for translation services, as needed, to use reasonable professional effort to establish accessibility. This may include written and/or verbal translation, depending on community requests.

To accommodate varying work schedules, public meetings will be offered at different times and held in accessible, familiar locations such as City Hall, local community centers, and gathering spaces. Engagement will also be strengthened by partnering with trusted community leaders and organizations to foster inclusive participation.

Additionally, we will seek input from the development community by inviting local and regional development experts to participate as technical advisors. Through these efforts, we aim to cultivate an open, transparent dialogue that reflects the diverse needs, values, and aspirations of Newport Beach residents, businesses, and other key stakeholders within the Project area.

#### 2.1 PUBLIC OUTREACH AND ENGAGEMENT PLAN

In collaboration with City staff, Kimley-Horn will develop a Community Outreach and Engagement Plan (Plan) that outlines a comprehensive and inclusive strategy for public engagement throughout all phases of the planning process. The Plan will emphasize equitable participation by identifying underserved communities, exploring effective engagement methods for those groups, and assessing language needs to determine the appropriate level of translation support.

All outreach and promotional materials, including social media content, will encourage the public to request translation services in advance of project meetings. The Plan will also define engagement goals and objectives, outline a communications strategy, provide a schedule of events, and assign roles and responsibilities. For each outreach activity, the Plan will specify the purpose, target audience, timeline, and logistical considerations.

The scope and delivery of optional translation services will be determined in coordination with City staff as the engagement plan is finalized.

### Deliverables

- » Draft Community Outreach and Engagement Plan (electronic format – Word and PDF)
- » Final Community Outreach and Engagement Plan (electronic format – Word and PDF)

### Schedule

The Plan will be developed following the kick-off meeting and is expected to be finalized within three weeks, including one round of review and comments by the City.

Task 2	Public Outreach	Month 1	Month 2
		2.1	Public Outreach and Engagement Plan

## 2.2 SOCIAL MEDIA CAMPAIGN AND POLLS

Social media and online polling will be used throughout the Project, with particular emphasis during the visioning and goal-setting phases as well as public review periods for the Draft and Final Specific Plans. Our primary digital engagement tool will be PublicCoordinate, Kimley-Horn's interactive mapping and survey platform. This customizable tool supports multilingual translation, layered map views, and integration with SurveyMonkey, while also generating formatted reports to support feedback analysis. PublicCoordinate can also be used as an interactive activity station at workshops or pop-up events, incorporating gamified elements to enhance participation.

To promote public involvement, outreach materials, including social media graphics and flyers, will be developed to advertise key milestones, upcoming events, and the overall Project timeline.

### Deliverables

- » PublicCoordinate page
- » 2 Surveys (electronic format – Word and PDF)
- » 2 Project Flyers (One introductory flyer to be developed and distributed at the Project launch to provide an overview and opportunities for community involvement; and one concluding flyer to be issued near Project completion to summarize outcomes, highlight key recommendations) (electronic format – PDF)
- » 5 Social Media Graphics and Accompanying Text

### Schedule

A social media campaign and online polls will be conducted during the visioning phase and again during the community workshops held to review the Draft Specific Plan.

2.2	Social Media Campaign and Polls	Month 2	Month 3	Month 4	Month 5	Month 6	Month 13	Month 14	Month 15
		2.2	Social Media Campaign and Polls						

## 2.3 STAKEHOLDER ENGAGEMENT/POP-UP EVENTS

We propose hosting two (2) Town Hall Meetings and one (1) pop-up event to support robust community engagement. These events will be held in accessible, high-traffic locations—such as popular community venues or during City events—to generate broad participation. Each event will include display boards, interactive activity stations, live polling, and small group discussions to gather input from a diverse cross-section of the community. A dedicated children's station will also be included to encourage youth engagement. Social media posts will be developed to promote these events and may be shared with neighboring stakeholders such as City of Irvine residents and the John Wayne Airport team.

### Outreach Topics:

Looking at the Future (1 event): A pop-up event focused on community education and initial feedback. Topics will include existing land use, key issues, community needs, and aspirations for the future. The event will also serve to build interest in upcoming focus groups.

Vision Establishment Meetings (2 events): Public workshops dedicated to drafting the Project's vision, mission, and goals through collaborative in-person discussions.

**Note:** The City will be responsible for securing venues and coordinating event notifications. Kimley-Horn will develop and provide digital outreach materials for distribution.

### Deliverables

- » Conduct two (2) in-person meetings and one (1) in person pop-up event
- » Meeting collateral in English – flyer, fact/information sheets, and presentation (electronic format – PDF)
- » Meeting collateral in additional languages (if requested by the public) - flyer, fact/information sheet (electronic format – PDF)
- » Up to fifty (50) printed copies of one-page frequently asked questions (FAQs) for each in-person event
- » Informational and activity boards up to six (6) boards (size 24 X 36 inches) total for all events combined

### Schedule

The schedule for the Pop-up events and two in-person meetings are shown below.

	Month 2	Month 3	Month 4
2.3 Stakeholder Engagement/Pop-Up Events		P	IM

### 2.4 VISION AND GOAL

With input from City staff and the community, Kimley-Horn will develop a draft and final Vision, Mission, and Goals Statement for the Specific Plan. This statement will be shaped by feedback collected throughout all phases of the planning process, with a strong emphasis on insights gathered from public engagement activities.

As part of this task, a vision review email and poll will be distributed to both focus groups established in Task 2.3 to solicit targeted input on the draft Vision statement before finalization.

### Deliverables

- » Draft Vision, Mission, and Goals Statement (electronic format – Word and PDF)
- » Final Vision, Mission, and Goals Statement (electronic format – Word and PDF)

### Schedule

This task will begin following the first in-person meeting. We anticipate approximately four weeks to complete the Draft, followed by a four-week City review period. Final reasonably required revisions and report completion are expected to take an additional two weeks.

	Month 2	Month 3	Month 4	Month 5	Month 6
2.4 Vision and Goal				Draft	City Review Final

### 2.5 COMMUNITY WORKSHOP

A Community Workshop will be held during the public review period of the Draft Specific Plan. This in-person event will emphasize interactive participation and provide opportunities for attendees to ask questions and gain a clear understanding of the Plan's content and implications.

Note: The City will be responsible for securing venues and managing public notifications. Kimley-Horn will develop and supply digital outreach materials for distribution.

### Deliverables

- » Conduct one (1) in-person workshop
- » Meeting collateral in English – flyer, fact/information sheets, and presentation (electronic format – PDF), meeting collateral in additional languages (if requested by the public) - flyer, fact/information sheet (electronic format – PDF)
- » Informational and activity boards up to six (6) boards (size 24 X 36 inches) total for all events combined

### Schedule

This task will during the Draft Specific Plan review period.

	Month 13	Month 14
2.5 Community Workshop		IM

### TASK 3. EXISTING CONDITIONS REPORT

Kimley-Horn will work with the City and prepare a comprehensive assessment of the existing physical, regulatory, and market conditions within the Project area utilizing City's GIS information and other resources. The Existing Conditions Report will provide a foundation for developing the Specific Plan by identifying key assets, constraints, and trends. The analysis will include the following topic areas:

#### 3.1 Land Use and Housing

- Inventory of existing and allowed land uses, including applicable land use designations and zoning regulations, based on the General Plan and Zoning Code
- Quantification of existing housing units, including affordable and market-rate units, in coordination with the Housing Element
- Review of pending and recently approved development projects, including project type, status, and scale
- Identification of planned public and private development or infrastructure projects that may influence future development patterns

#### 3.2 Physical and Environmental Conditions

- Evaluation of the physical characteristics and size of existing structures
- Identification and documentation of historic or potentially historic resources within the Project area
- Review of environmental conditions, including areas of known or suspected soil and groundwater contamination, based on available environmental databases and reports
- Review applicable state agency databases for both active, closed cases and documented features (i.e. Underground storage tank, reported soil boring locations etc.) from both the Regional Water Quality Control Board (RWCB) and Department of Toxic Substance Control (DTSC) online applicable websites including Geotracker and Envirostor for both soil, soil vapor and groundwater contamination
- Review of publicly available permits and approvals pertaining to redevelopment of sites with open/closed cases to understand required land use and/or engineering controls. Kimley-Horn will request copies from the City for existing condition evaluation
- Based on the existing conditions, land use considerations will be carried into the Specific Plan and development standards needed to comply with state agency controls, as warranted

#### 3.3 Infrastructure and Public Realm

- Assessment of public realm elements such as landscaping, sidewalks, lighting, street furniture, and open space conditions
- Evaluation of existing transportation infrastructure, including roadway network, active transportation facilities, transit access, and connectivity
- Overview of utility infrastructure systems (e.g., water, sewer, stormwater, electricity, and broadband), including capacity and known constraints

#### 3.4 Economic and Market Context

- Conduct a high-level analysis of local property market trends affecting the broader Project area
- Use local real estate market information from local brokers, and data sources such as ESRI, CoStar, Placer.ai mobile analytics, Census data, and tax records (depending on data availability)
- Gather historical data on absorption rates, rents, vacancy rates, new construction pipelines, and sales values across various real estate sectors to quantify growth or decline in the Airport Area over time. The following real estate uses will be evaluated:
  - » Retail
  - » Office
  - » Multifamily/Blended-Use

Kimley-Horn will synthesize findings into a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis to inform the planning process and identify key opportunity areas. The draft Existing Conditions Report will be submitted to City staff for review. Based on City comments, Kimley-Horn will refine the Report and incorporate reasonably required revisions.

#### Deliverables

- » Draft Existing Conditional Report (electronic format – Word and PDF)
- » Final Existing Conditional Report (electronic format – Word and PDF)

#### Schedule

This task will begin following the kick-off meeting. We anticipate approximately ten weeks to complete the draft report, followed by a four-week City review period. Final reasonably required revisions and report completion are expected to take an additional four weeks.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Task 3   Existing Conditions Report</b>						
3.1 Existing Conditions Report			Draft	City Review	Final	

## TASK 4. SPECIFIC PLAN

Kimley-Horn will prepare a Specific Plan that reflects and advances the City's goals and vision for the Project area. The Specific Plan will be developed through an iterative, collaborative process that integrates public engagement, stakeholder feedback, and ongoing coordination with City staff. The Specific Plan will address a full range of planning considerations, including land use; airport land use compatibility; Housing Element consistency, specifically incorporating strategies for the HO-1 (Airport Area) subarea; parks and open space; parking standards; circulation and mobility; urban design and the public realm; and infrastructure capacity and needs.

The Specific Plan will be visually rich and user-friendly, incorporating narrative text, maps, diagrams, conceptual illustrations, 3D massing and scale studies, and other graphics to effectively convey the planning framework and development vision.

### 4.1 Create an Outline

Kimley-Horn will prepare an initial outline including major components such as:

- Relationship to the General Plan and Housing Element
- Planning Area Context and Background
- Vision and Guiding Principles
- Land Use and Urban Form
- Mobility and Circulation
- Infrastructure and Utilities
- Public Realm and Open Space
- Urban Design Standards and Guidelines
- Affordable Housing and Community Benefits
- Implementation and Administration

The outline will also identify proposed sections and subsections, clarify the Plan's policy framework, and provide a roadmap for drafting the full document.

#### Deliverables

- » Draft Outline (electronic format – Word and PDF)
- » Final Outline (electronic format – Word and PDF)

#### Schedule

The draft outline will be developed after the draft Existing Conditions Report is completed and initial public outreach is conducted. We anticipate approximately four weeks to complete the draft and submit it to City staff for review. One round of consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will refine the outline—an effort expected to take about two weeks—before beginning the full draft of the Specific Plan.

		Month 4	Month 5	Month 6	Month 7
Task 4	Specific Plan				
4.1	Create an Outline		Draft	City Review	Final

### 4.2 Draft Specific Plan

Kimley-Horn will prepare the Draft Specific Plan based on the findings from the Existing Conditions Report (Task 2), which includes a comprehensive review of land use regulations, circulation and mobility, public realm and open space, and infrastructure. The Draft Specific Plan will also incorporate the components identified in the approved Outline (Task 4.1).

Key components will include:

**Framework Plan and Land Use Alternatives:** Prepare a Framework Plan to illustrate the vision developed through community engagement activities, and create Conceptual Land Use Alternatives that identify the desired land uses and development intensities. The Land Use Alternatives will address the following:

- Land use types and locations
- Master vehicular, bicycle, and pedestrian circulation
- Major amenities, parks, and open space

Based on input from the City, Kimley-Horn will prepare a Preferred Land Use Plan, incorporating up to two refinements, and provide an illustrative land use plan highlighting primary open space, community facilities, and other public realm or amenity elements. This exhibit will be used for City and community presentations as well as in the Specific Plan.

**Land Use Regulations:**

- Consider consolidating the existing Office-Airport (OA) Zoning District and planned communities, including Newport Place, Koll Center, Uptown Newport, and Newport Airport Village, as shown on the Existing Zoning Map.
- Develop a proposed zoning map along with a clear and comprehensive set of zoning regulations that define allowable land uses and identify incentives for desired uses that will support the needs of future residents. As the area transitions from a primarily nonresidential environment to a mixed-use neighborhood, these regulations will use reasonable professional efforts to establish flexibility while protecting existing rights (including existing, permitted, and entitled land uses). Accommodating a balanced mix of uses also allows the City to capture retail sales tax revenue that might otherwise be lost to surrounding jurisdictions such as Irvine and Costa Mesa.

**Airport Compatibility (AELUP Compliance):** Address compatibility with the Airport Environs Land Use Plan (AELUP) for John Wayne Airport. This may include:

- Ensuring land use and development patterns avoid concentrations of people in safety zones, in accordance with applicable professional standards, and comply with building height restrictions per FAR Part 77
- Identifying consistency review triggers for proposed land uses, zoning changes, or development regulations that fall within the Airport Influence Area, as defined in the AELUP

**Housing Opportunity (HO-1) Sites:** The City's 6th Cycle Housing Element designates the Airport Area as a key opportunity site, accommodating up to 2,577 new infill residential units. Unlike the provisions in the 2006 General Plan, these units may be developed without the need to demolish or convert existing uses, and no minimum lot size is required. Adopted in 2024, the HO-1 Overlay Zoning District provides a flexible regulatory framework that permits residential uses regardless of existing zoning or General Plan land use designations. It also establishes minimum development standards, including building height, setbacks, and parking requirements. Projects that include at least 20 percent of units as affordable to lower-income households qualify for by-right approval, streamlining the entitlement process.

As part of the Specific Plan effort, we use the Housing Element prepared by the City with assistance by our firm and integrate applicable design guidelines, development standards, and approval procedures to use reasonable professional effort to establish alignment with City objectives and state housing mandates.

**Parks and Open Space:** Evaluate opportunities to introduce or expand open space within the Project area. This includes identifying gaps in park access, assessing underutilized sites or public rights-of-way for potential conversion, and exploring ways to enhance existing open spaces. Recommendations will be integrated with the land use and urban design framework.

- A series of exhibits, diagrams, and conceptual drawings will be developed during this phase and may be utilized in workshops and study sessions.
- Up to three hand drawings will be provided to illustrate the parks and open space.

**Parking Requirements:** Update parking standards that reflect anticipated land use changes, promote walkability, support mixed-use development, and reduce land consumption while maintaining functionality.

**Circulation and Mobility:** Discuss the model and assumptions for the VMT analysis and coordinate with the City staff to verify planned/programmed projects and build alternatives to be used in modeling. Review the existing and proposed General Plan policies, zoning regulations, and other City and regional plans related to circulation and mobility. Evaluate the existing street network in the Airport area and review opportunities to add bike facilities, improve pedestrian walkways, and expand transit service. Evaluate opportunities for mobility hubs and multi-modal networks. As part of this task, Kimley-Horn will complete a limited traffic analysis to supplement analysis conducted in the City's General Plan Update, but focusing on improvements recommended in this Specific Plan. We will use existing and future traffic volumes from the City's General Plan. We will model the impact of recommended improvements, including bike, pedestrian, or transit facilities, at up to five (5) study intersections or roadway segments. We will document the results in a technical memorandum.

**Design and the Public Realm:** Establish a cohesive theme for the public realm that enhances walkability, comfort, and community identity. This will include streetscapes, plazas, paseos, promenades, and other civic spaces. Create one or more master landscape palettes that define appropriate plant species, hardscape materials, street furnishings, lighting, and other design elements. Develop public realm design guidelines or form-based code standards to guide streetscape design, setbacks, sidewalk widths, lighting, furnishings, and the transition between public and private spaces. Provide guidelines for signage and wayfinding systems to use reasonable professional effort to establish legibility, consistency, and integration with the overall design theme.

- A series of exhibits, diagrams, conceptual drawings, 3D massing and scale studies will be developed during this phase and may be utilized in workshops and study sessions.
- Up to four hand drawings will be provided to illustrate the public realm.
- Up to three 3D simulation renderings will be provided for selected key areas. The renderings will illustrate pedestrian-scaled spaces such as courtyards, streetscapes, and plazas, incorporating elements like hardscape materials, building facades, landscaping, site furnishings, and human figures, as appropriate.

**High-Level Illustrative Proforma:** Identify underutilized parcels with development potential to assess opportunities for development or redevelopment within the Project area. Prepare a preliminary illustrative pro forma analysis for up to two potential development options to evaluate the feasibility of multi-family projects. This high-level pro forma will offer a preliminary understanding of financially feasible uses for the City to consider in the Specific Plan.

**Infrastructure Evaluation:** Evaluate the adequacy of the existing water, sewer, and storm drain infrastructure by reviewing the City's Urban Water Management Plan, Sewer Master Plan, and Storm Drain Master Plan, and by identifying any potential deficiencies within these systems. It is assumed that existing condition deficiencies and system capacities are addressed within the current master plans. Based on this evaluation, KH will provide a general narrative that outlines the potential impacts of the proposed Specific Plan on these utility systems and the recommendations for necessary upgrades and potential financing options. Capacity calculations and sizing of new facilities are excluded.

#### Deliverables

- » 1st Draft Specific Plan (electronic format – Word and PDF)
- » 2nd Draft Specific Plan (electronic format – Word and PDF)
- » 3rd Draft Specific Plan (electronic format – Word and PDF)

#### Schedule

The first Specific Plan will be developed following the City's review of the Draft Outline (Task 4.1). We anticipate approximately 12 weeks to finalize the first draft and submit it to City staff for review. Consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will prepare the second Draft, an effort expected to take approximately eight weeks, and submit it to City staff for review. Another round of consolidated feedback will be requested within a four-week review period. Based on the second round of City comments, Kimley-Horn will finalize the third Draft, anticipated to take about three weeks, and release it to the public for review.

	Month 6	Month 9	Month 10	Month 12	Month 13	Month 14	Month 15
Task 4	Specific Plan						
4.2	Draft Specific Plan		#1 Draft	City Review	#2 Draft	City Review	#3 Draft Public Review

#### 4.3 Revisions to the Specific Plan

Kimley-Horn will incorporate comments from the public into the proposed third Draft Specific Plan. Per the RFP, we anticipate preparing up to two additional drafts of the specific plan.

#### Deliverables

- » 4th Draft (electronic format – Word and PDF)
- » 5th Draft (electronic format – Word and PDF)

#### Schedule

The fourth Draft Specific Plan will be developed following the public review of the third Draft Specific Plan (Task 4.2). We anticipate approximately six weeks to finalize the fourth Draft and submit it to City staff for review. Consolidated feedback will be requested within a four-week review period. Based on City comments, Kimley-Horn will prepare the fifth Draft, an effort expected to take approximately two weeks and submit it to City staff for Study Sessions.

	Month 15	Month 16	Month 17	Month 18
Task 4	Specific Plan			
4.3	Revisions to the Specific Plan	#4 Draft	City Review	#5 Draft

#### 4.4 Final Specific Plan

The Final Specific Plan will be developed following the incorporation of comments from the seventh Draft Specific Plan (Task 5.2).

#### Deliverables

- » Final Specific Plan (electronic format – Word and PDF)

#### Schedule

We anticipate approximately two weeks to finalize the Final Plan and submit it to the City for public release and preparation for hearings.

	Month 21	Month 22	Month 23	Month 24
Task 4	Specific Plan			
4.4	Final Specific Plan	Final		Public Review

## TASK 5. PLANNING COMMISSION AND CITY COUNCIL

Following the public workshop and community review of the Draft Specific Plan, Kimley-Horn will lead a multi-phase public hearing process to present the revised Draft Specific Plan to key decision-making bodies, including the Planning Commission, City Council, and Airport Land Use Commission (ALUC). Kimley-Horn will coordinate with City staff to prepare for and participate in a series of study sessions and formal hearings, so that the Plan is clearly communicated, responsive to feedback, and positioned for adoption.

### 5.1 Study Sessions – Planning Commission and City Council

Specific Plan: Kimley-Horn will prepare and present professional presentations summarizing the Specific Plan's vision, organization, key components, and changes made in response to public input at two separate Planning Commission and City Council Study Sessions.

#### 5.2 Plan Refinement

Kimley-Horn will revise the fifth Draft Specific Plan based on feedback received during the study sessions.

##### Deliverables

- » 6th Draft (electronic format – Word and PDF)
- » 7th Draft (electronic format – Word and PDF)

##### Schedule

The sixth Draft Specific Plan will be developed following the study sessions (Task 5.1). We anticipate approximately three weeks to complete the sixth Draft and submit it to City staff for review. Consolidated feedback will be requested within a three-week review period. Based on City comments, Kimley-Horn will prepare the seventh Draft, an effort expected to take approximately two weeks, and submit it to City staff to review.

### 5.3 Public Hearings – Formal Adoption Process

Kimley-Horn will prepare and assist the City staff with the presentation materials for the Final Specific Plan at the following public hearings:

- Planning Commission Public Hearing
- Airport Land Use Commission (ALUC) Hearing
- City Council Public Hearing

##### Deliverables

- » Presentation Materials, including PowerPoint presentations and supporting graphics, maps, and visuals, as needed
- » Meeting Attendance and Participation at:
  - » One Planning Commission Study Session
  - » One City Council Study Session
  - » One Planning Commission Public Hearing
  - » One City Council Public Hearing
  - » One ALUC Public Hearing

##### Schedule

The schedule for Task 5 is shown below.

	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
<b>Task 5</b>	<b>Planning Commission and City Council</b>						
5.1	Study Sessions (2)						
5.2	Plan Refinement			#6 Draft	City Review	#7 Draft	City Review
5.3	Public Hearings (3)						Hearings

## TASK 6. CEQA

The City, as the lead agency, may choose to prepare an Addendum to an approved project(s) if some changes or additions are necessary but none of the conditions described in CEQA Statute Section 21166 and CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred." Pursuant to PRC Section 21166 and State CEQA Guidelines Section 15162, when an EIR has been previously certified for a project, no subsequent or supplemental EIR shall be prepared for a project unless the lead agency determines that one or more of the following three conditions are met: changes in a proposed project result in new or substantially more severe impacts than were disclosed in the previous EIR; changes in the circumstances surrounding the project result in new or substantially more severe impacts than were disclosed in the previous EIR; or new information has come to light showing that new or substantially more severe impacts than were disclosed in the previous EIR.

If the project does not trigger the conditions described in CEQA Guidelines Section 15162, an Addendum to the approved project(s) is the appropriate CEQA documentation. An Addendum allows the most streamlined path because an Addendum need not be circulated for public review and does not require Native American tribal consultation under Assembly Bill (AB) 52.

### 6.1 Technical Assessments

#### 6.1.1 Modeling and VMT Analysis

**Model Verification.** Prior to developing future year forecasts, the base year OCTAM model network will be reviewed to make necessary corrections. This includes review of TAZ connections, number of lanes, and roadway connections. In addition to network verification, the existing land use and roadway network within the study area in the base year model will be checked for accuracy and modified to reflect current conditions. The base year model will then be executed, and the model volumes will be compared against existing demand volumes to confirm the model reasonableness within the study area.

**Model Runs and Forecasts.** Using the verified and corrected network based on existing model verification process, model forecasts will be developed for up to two (2) future project alternatives and one (1) no build alternative. For the purposes of the analysis, we have assumed that the opening year would be 2028 and horizon year would be 2048. The forecasts will include VMT and future roadway volumes. Induced demand analysis will be conducted for Future Plus project conditions for build alternatives. Post processing of volumes will be completed to derive intersection level turning movement volumes for the traffic operations LOS analysis.

We will prepare a technical memorandum summarizing the traffic forecasts and VMT analysis and submit to project team for review and comments. We will respond to one round of review and written comments and prepare a Final Memorandum. Once approved, we will proceed with the technical evaluation of the project.

#### Deliverables

- » Memo documenting model forecasts, VMT analysis, and induced demand analysis (electronic format – PDF)

#### 6.1.2 Air Quality Analysis

Kimley-Horn will model and analyze the Specific Plan's air quality impacts. This analysis will identify the existing air quality environment and applicable regulatory framework and assess the Specific Plan's long-term air quality impacts in accordance with SCAQMD regulations and standards. We will model criteria pollutant emissions using the California Emissions Estimator Model (CalEEMod) based on the Specific Plan's development capacity, vehicle trip generation, and vehicle miles traveled data. Modeled emissions will be compared to SCAQMD thresholds. Although it is speculative to analyze construction impacts from the Specific Plan's full development potential at the program level, construction emissions for up to three potential project sizes will be modeled with CalEEMod. Carbon monoxide hotspots will be assessed qualitatively. The Specific Plan's existing and potential future sources of toxic air contaminants will be addressed. Specific Plan consistency with the latest applicable Air Quality Management Plan (AQMP) will be addressed.

#### 6.1.3 Energy Analysis

CEQA requires an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. This Section will programmatically analyze existing and project energy consumption associated with operations, buildings, and transportation-related energy under the proposed Specific Plan.

#### 6.1.4 Greenhouse Gas Emissions Analysis

Kimley Horn will model and analyze the Specific Plan's GHG emissions. GHG emissions will be based on the Specific Plan's development capacity and the resulting trip generation/vehicle miles traveled data. This analysis will identify the existing GHG environment and applicable regulatory framework and assess long-term GHG emissions impacts in accordance with California Air Pollution Control Officers Association (CAPCOA) and SCAQMD guidance. Climate change protocols are constantly evolving. As such, climate change impacts will be analyzed in accordance with the latest guidance and regulations. Consistency with the City's General Plan, State Scoping Plan, and the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) will also be evaluated.

### **6.1.5 Noise and Vibration Analysis**

Kimley Horn will model and analyze the Project area's existing and future noise levels. This analysis will identify the existing noise environment (including noise measurements and traffic noise modeling and applicable regulatory framework.) Kimley-Horn will evaluate construction noise based on a programmatic understanding of the project (i.e., using general assumptions and a single development phase). An analysis of construction vibration impacts will be based on the Federal Transit Administration's (FTA's) vibration analysis guidance. On-site noise generating activities will be addressed and analyzed at a programmatic level for potential impacts and will be discussed in the context of the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Completed work products will provide essential information for analyzing potential impacts resulting from land use changes. Using traffic data, we will analyze the existing and future traffic noise levels within Specific Plan arterial roadways.

Assumptions/Limitations are listed below.

- Kimley-Horn will be provided the following project detail to support the analysis:
  - » CEQA project description, proposed Specific Plan land use and zoning maps, and existing and proposed Specific Plan land use inventories (residential dwelling units and nonresidential building area, as applicable).
  - » Traffic data will include daily trip generation, vehicle miles traveled (VMT) data, and roadway segment Average Daily Traffic (ADT) volumes.
- This scope accommodates revisions based on one consolidated set of comments to the extent that the revisions are within the approved scope of services and that no new modeling or additional analysis is required. Additional comments can be addressed on a time and materials basis.
- This scope assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP). Revisions or changes to the project that require re-analysis are excluded.
- Deliverables will be provided as expeditiously as practicable with the goal of approximately 8 weeks of receipt of the requested data.
- Deliverables will be provided electronically.
- This scope excludes meetings/hearings.
- Fees and timeframes stated herein are valid for sixty (60) days after the date of this scope of work. Should ATP be received after 60 days of the date on this scope of work, fees will be adjusted accordingly.

### **6.1.6 Cultural and Paleontological Resources Assessment**

Kimley-Horn will prepare a Cultural and Paleontological Resources Assessment. The purpose of this assessment is to determine whether the Specific Plan area contains, or could reasonably contain, cultural and/or paleontological resources, and to evaluate the potential for significant impacts to such resources as defined under CEQA.

Kimley-Horn cultural resources staff will conduct a cultural resources records search through the South Central Coastal Information Center (SCCIC) to identify if any previously recorded cultural resources, including both archaeological and historic built environment resources, are located within the project study area plus a one-mile buffer. Staff will also request a paleontological records search request through the Natural History Museum of Los Angeles County (NHMLAC). Additional desktop research will include a review of digital paleontological records available through the University of California Museum of Paleontology (UCMP), as well as evaluation of the site's geomorphology, geology, and land use history through available historic aerials and topographic/geology maps.

Because of the developed nature of the Specific Plan area, a pedestrian survey for archaeological and paleontological resources will not be conducted. As Project implementation has the potential for development over several years, existing buildings or other structures could reach an age of 50 years or older. Generally, structures 50 years of age or older have the potential to be historic resource and must have retained their original integrity and context to be considered a historical resource. Based on desktop research, the assessment will identify sites with the potential to contain a structure that would meet the criteria as a historical resources. Historically significant resources would be identified through site-specific evaluation in conjunction with future development prior to the approval of development permits.

### **6.1.7 Water Supply Assessment (Optional)**

The Specific Plan area is within the service boundaries of the City of Newport Beach and the Irvine Ranch Water District. A Water Supply Assessment (WSA) would be required in accordance with Senate Bill (SB) 610 should the proposed Specific Plan project include a proposed residential development of more than 500 dwelling units or a proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space. Because the Specific Plan has not been prepared, this task is included as an optional task. It is also noted that the Airport Area Specific Plan area is developed and although the amount of development may exceed the residential and/or nonresidential development limits established by SB 610, the net change in development would be a determinative factor as to whether a WSA would be required. If a WSA is required, Kimley-Horn would coordinate with both the City and the Irvine Ranch Water District to determine the appropriate scope and party to prepare the WSA.

## 6.2 Addendum

### 6.2.1 Mobilization

As noted, the Kimley-Horn environmental team will be early in the process to assist in the preparation of the Existing Conditions Report, provide input to the Specific Plan, and provide expertise to the City to develop the appropriate strategy and technical approach for CEQA documentation. As we move into the CEQA stage of the project, we will have a meeting with City staff to confirm the overall approach and schedule.

### 6.2.2 Native American Tribal Consultation

Preparation of an Addendum would require compliance with Senate Bill (SB) 18 because the project includes the preparation of a Specific Plan. Preparation of an EIR would require compliance with SB 18 and Assembly Bill (AB) 52. Kimley-Horn will provide Native American communications assistance related to SB 18 and AB 52, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search and obtain a list of tribal contacts for notification regarding SB 18. Using the NAHC-provided list, Kimley-Horn will prepare draft SB 18 notification letters for City distribution, with the purpose of identifying any known cultural resources within the Specific Plan area boundaries. Using the City's list of tribes that have requested notification under AB 52, Kimley-Horn will also prepare draft AB 52 letters for City distribution. Draft letters for both SB 18 and AB 52 will be submitted to the City for review. The City will be responsible for finalizing and distributing all tribal notices and for conducting consultation upon request. Kimley-Horn will support the City by preparing supporting documentation and incorporating tribal outreach results into the EIR, as appropriate. Kimley-Horn's cultural resources experts can participate in consultation meetings or extended tribal coordination if requested by the City. This supplemental work effort is not assumed in this Scope of Work.

### 6.2.3 Project Description

Kimley-Horn will use information provided in the draft Specific Plan to prepare the CEQA Project Description that articulates the characteristics of the project. The Project Description will detail the project's location, environmental setting, background and history, characteristics, discretionary actions, goals/objectives, construction schedule/phasing, and required permits and approvals. The draft Project Description will be provided to the City for review and approval prior to preparation of the CEQA documentation and our technical analyses to ensure concurrence with the key elements of the project that will be carried through into the analyses.

#### Deliverables

- » Draft CEQA Project Description: 1 round of review based on one set of consolidated City comments (electronic format – Word and PDF)
- » Revised CEQA Project Description

### 6.2.4 Addendum

Kimley-Horn has prepared several Addendums for the City of Newport Beach. Although State CEQA Guidelines Section 15164 does not stipulate the format or content of an Addendum, the topical areas addressed in the General Plan Update EIR and General Plan Housing Implementation Program EIR would be used as guidance for this Addendum. This comparative analysis provides the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the EIRs were certified would require additional environmental review or preparation of an EIR.

For each environmental topic, the Addendum will provide a summary of the findings of the EIRs for the respective threshold question; an evaluation of the potential impacts of the proposed project; and a determination of whether the impact conclusions are consistent with the significance determinations set forth in the certified EIRs. Each topical analysis will also address cumulative impacts and the General Plan policies and standard conditions and mitigation measures that are applicable to mitigate significant impacts of the project.

Following the review of the Screencheck Draft Addendum by the City, Kimley-Horn will revise the Addendum to incorporate one consolidated set of comments. The Revised Addendum will be provided in a version that shows all revisions in trackchange for ease of review as well as a "clean" version of the revised document. The Revised Addendum will be resubmitted to the City for review and Kimley-Horn will address any final comments prior to finalizing the Addendum. If substantial new analysis is requested that has not previously been prepared or considered in the Addendum, and/or substantive changes to the Project Description occur, a budget augment will be required.

#### Deliverables

- » Screencheck Addendum (electronic format – Word and PDF)
- » Revised Screencheck Addendum (electronic format – Word and PDF)
- » Final Addendum (electronic format – Word and PDF)

### 6.2.5 Project Meetings, Management, and Coordination

Throughout the project, Kimley-Horn staff will be involved in the management of the environmental document preparation and communication with the City and internal Kimley-Horn team. This task is intended to ensure that all work products are of the highest quality. The estimated schedule for the Addendum is approximately 6 months. This task assumes two virtual meetings per month for both CEQA approaches. Attendance at Planning Commission and City Council hearings associated with the CEQA process are assumed in Task 5 of this proposal.

#### Deliverables

- » Bi-monthly meetings by two members of the Kimley-Horn CEQA team
- » Ongoing project management and administration

## TASK 7. PROJECT MANAGEMENT AND COORDINATION

Kimley-Horn will provide comprehensive project management and coordination services to support the successful delivery of the Specific Plan. This includes consistent communication with City staff, strategic oversight, and ongoing task tracking to ensure alignment with the project scope, schedule, and expectations.

### 7.1 Bi-Weekly Coordination Meetings

Kimley-Horn will conduct bi-weekly coordination meetings with City staff throughout the duration of the Project. These meetings will provide a forum for progress updates, issue resolution, schedule alignment, and discussion of ongoing and upcoming work efforts. The meetings will:

- Be held primarily virtually to support scheduling flexibility and cost efficiency
- Include at least five in-person meetings, in addition to those scheduled under other tasks (e.g., workshops and public hearings)
- Be led by the Kimley-Horn Project Manager and supported by relevant team members and subconsultants as needed
- Be accompanied by meeting agendas, summaries, and action item lists to ensure clear communication and follow-through

### 7.2 Project Management Oversight

Kimley-Horn's project manager will oversee the day-to-day operations and overall direction of the consultant team, including:

- Coordinating efforts across disciplines and managing subconsultants
- Tracking deliverables, schedule milestones, and scope adherence
- Preparing monthly invoices and progress reports summarizing work completed, upcoming activities, and any changes in scope or schedule
- Maintaining project records and ensuring quality control
- Serving as the primary point of contact for the City throughout the project duration

A SharePoint site, accessible via Microsoft Teams, will be established and maintained for file sharing, document review, and collaborative editing.

Should additional coordination meetings be necessary due to the complexity of project phases or emerging issues, Kimley-Horn will provide justification and seek City approval in advance.

#### Deliverables

- » Bi-weekly coordination meetings (up to 25 total), including at least five in-person meetings
- » Meeting agendas, summaries, and action items
- » Monthly invoices and progress reports
- » SharePoint site access for document sharing and collaboration

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

The comprehensive cost breakdown provided below details the allocated hours per staff member for each task, ensuring transparency, accountability, and a clear understanding of how resources are distributed throughout the Project.

**City of Newport Beach**  
Airport Area Specific Plan - ADD  
December 5, 2025

Kimley-Horn and Associates, Inc.												KH HOURS	KH COST	KH LABOR ESCALATION	KOSMONT COST	EXPENSES	CONTINGENCY	TOTAL PROJECT COST		
Category/Title	Sr. Professional II	Sr. Professional I	Sr. Professional I	Sr. Professional I	Professional	Professional	Analyst	Analyst	Analyst	Support Staff										
	Billing Rate	\$360	\$340	\$320	\$285	\$255	\$235	\$200	\$180	\$165	\$145									
<b>Task 1</b>	<b>Kick-Off Meeting</b>				<b>4</b>	<b>4</b>	<b>10</b>					<b>22</b>	<b>\$ 6,210</b>	<b>\$ 158.65</b>	<b>\$ 3,320</b>	<b>\$ 315</b>		<b>\$ 10,004</b>		
1.1	Kick-Off Meeting				4	4	10					22	\$ 6,210	\$ 158.65	\$ 3,320	\$ 315		\$ 9,689		
	Travel Costs for 2-3 KH Team Members																	\$ 315		
<b>Task 2</b>	<b>Public Outreach</b>				<b>13</b>	<b>26</b>	<b>22</b>	<b>77</b>	<b>66</b>	<b>77</b>		<b>14</b>	<b>296</b>	<b>\$ 71,686</b>	<b>\$ 2,127.39</b>		<b>\$ 5,900</b>		<b>\$ 79,612</b>	
2.1	Public Outreach and Engagement Plan				1	4	4	10	6	4		29	\$ 7,520	\$ 209.13					\$ 7,729	
2.2	Social Media Campaign and Polls				1	4		20	10	25		8	68	\$ 15,230	\$ 490.38				\$ 15,720	
2.3	Stakeholder Engagement/Focus Groups/Pop-Ups				6	10	6	22	30	18		92	\$ 23,210	\$ 663.46					\$ 23,873	
2.2	Vision and Goal				3	6	6	15	10	10		50	\$ 12,825	\$ 360.57					\$ 13,186	
2.3	Community Workshops/Meetings				2	2	6	10	10	20		6	56	\$ 12,800	\$ 403.84					\$ 13,204
	PublicCoordinate Page																		\$ 1,900	
	Refreshments and Mileage Reimbursement (4 meetings for 2-3 KH Team Members)																		\$ 2,500	
	Printed Materials (Up to 6 24x36 boards)																		\$ 1,500	
<b>Task 3</b>	<b>Existing Conditions Report</b>				<b>2</b>		<b>25</b>		<b>55</b>		<b>10</b>		<b>92</b>	<b>\$ 22,530</b>	<b>\$ 663.46</b>	<b>\$ 10,610</b>			<b>\$ 33,803</b>	
3.1	Existing Conditions Report				2		25		55		10		92	\$ 22,530	\$ 663.46	\$ 10,610			\$ 33,803	
<b>Task 4</b>	<b>Specific Plan</b>				<b>12</b>	<b>29</b>	<b>60</b>	<b>218</b>	<b>80</b>	<b>134</b>		<b>184</b>	<b>717</b>	<b>\$ 180,520</b>	<b>\$ 6,170.64</b>	<b>\$ 7,160</b>			<b>\$ 192,851</b>	
4.1	Create an Outline								8			4	12	\$ 3,000	\$ 86.54				\$ 3,087	
4.2	Draft Specific Plan				20	40	120	60	60	100		400	\$ 101,200	\$ 2,884.60	\$ 7,160				\$ 111,245	
4.3	Revisions to the Specific Plan				8	20	60	20	50	80		238	\$ 57,470	\$ 1,716.34					\$ 59,186	
4.4	Final Specific Plan				1		6					7	\$ 2,050	\$ 50.48					\$ 2,100	
4.5	Infrastructure Review (Optional)				12		24		24			60	\$ 16,800	\$ 432.69					\$ 17,233	
<b>Task 5</b>	<b>Planning Commission and City Council</b>				<b>10</b>	<b>12</b>	<b>70</b>		<b>20</b>		<b>100</b>		<b>6</b>	<b>218</b>	<b>\$ 50,760</b>	<b>\$ 1,672.11</b>	<b>\$ 6,880</b>	<b>\$ 1,560</b>		<b>\$ 60,772</b>
5.1	Study Sessions (2)				6	8	10				20	2	46	\$ 11,340	\$ 331.73	\$ 6,890			\$ 18,562	
5.2	Plan Refinement (2)				4	4	30		20		40	2	100	\$ 23,380	\$ 721.15				\$ 24,101	
5.3	Public Hearings (3)						30				40	2	72	\$ 16,040	\$ 519.23				\$ 16,559	
	Mileage Reimbursement for 5 meetings for 2-3 KH Team Members																		\$ 1,550	
<b>Task 6</b>	<b>CEQA - Addendum</b>				<b>78</b>	<b>3</b>	<b>28</b>	<b>190</b>	<b>34</b>	<b>46</b>	<b>98</b>	<b>179</b>	<b>656</b>	<b>\$ 148,275</b>	<b>\$ 4,731</b>				<b>\$ 153,006</b>	
	Technical Assessments																			
	Traffic Study, VMT Analysis				6		16		34	28	16		100	\$ 23,070	\$ 721.15				\$ 23,791	
	Air Quality					1		9				51	61	\$ 11,030	\$ 439.90				\$ 11,470	
	GHG					1		7				42	50	\$ 9,035	\$ 360.57				\$ 9,396	
	Noise					1		10				54	65	\$ 11,780	\$ 468.75				\$ 12,249	
	Energy							4				32	36	\$ 6,300	\$ 259.61				\$ 6,560	
	Cultural Resources						12				18	30	35	\$ 7,020	\$ 216.34				\$ 7,236	
	SB 18 Tribal Consultation										16	16	2,880	\$ 115.38					\$ 2,995	
	Addendum: Scencheck				24		90				60	174	\$ 41,910	\$ 1,254.80					\$ 43,165	
	Addendum: Revised (2 rounds of review)				30		30				6	66	\$ 18,930	\$ 475.96					\$ 19,406	
	Project Management, Meetings, and Coordination				18		40					58	58	\$ 16,320	\$ 418.27				\$ 16,738	
<b>Task 7</b>	<b>Project Management and Coordination</b>				<b>4</b>	<b>10</b>	<b>10</b>	<b>120</b>			<b>80</b>	<b>20</b>	<b>244</b>	<b>\$ 59,540</b>	<b>\$ 1,759.61</b>		<b>\$ 1,060</b>		<b>\$ 62,350</b>	
7.1	Project Management and Coordination				4	10	10	120			80	20	244	\$ 59,540	\$ 1,759.61				\$ 61,300	
	Mileage Reimbursement for 5 in-person meetings for 2 KH Team Members																		\$ 1,050	
	<b>CONTINGENCY</b>																		\$ 1,050	
	<b>TOTAL HOURS</b>	<b>16</b>	<b>145</b>	<b>115</b>	<b>492</b>	<b>347</b>	<b>309</b>	<b>123</b>	<b>478</b>	<b>175</b>	<b>40</b>	<b>2244</b>							<b>\$ 20,000</b>	
	<b>TOTAL COST</b>	<b>\$6,760</b>	<b>\$49,640</b>	<b>\$36,900</b>	<b>\$140,506</b>	<b>\$88,486</b>	<b>\$72,615</b>	<b>\$24,600</b>	<b>\$85,880</b>	<b>\$29,536</b>	<b>\$6,800</b>		<b>\$ 539,420</b>	<b>\$ 16,192.60</b>	<b>\$ 27,980</b>	<b>\$ 8,815</b>	<b>\$ 20,000</b>	<b>\$ 612,398</b>		

**PROPOSED PRICING - AIRPORT AREA SPECIFIC PLAN**

<b>TASK</b>	<b>COST</b>
Kick-Off Meeting	\$ 10,004
Public Outreach	\$ 79,612
Existing Conditions Report	\$ 33,803
Specific Plan	\$ 192,851
Infrastructure Review ( <i>Optional</i> )	\$ 17,233
Planning Commission and City Council	\$ 60,772
CEQA ( <i>Optional</i> )	\$ 153,006
Project Management and Coordination	\$ 62,350
Contingency	\$ 20,000
<b>Total Project Cost</b>	<b>\$ 612,398</b>

## 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, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement.
  - 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, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement 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, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement 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.