

## **Attachment B**

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

**ON-CALL PROFESSIONAL SERVICES AGREEMENT  
WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR  
PROFESSIONAL PLANNING SERVICES AND STAFF AUGMENTATION**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and 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 professional planning services and staff augmentation ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

**1. TERM**

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;  
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

### 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

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

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

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

### 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 (\$300,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person



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

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

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

## **5. PROJECT MANAGER**

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Surabhi Barbhaya 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 Planning Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.



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

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

## **8. STANDARD OF CARE**

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

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

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

## **9. HOLD HARMLESS**

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), 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, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

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**

10.1 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.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

## **11. COOPERATION**

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



## **12. CITY POLICY**

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

## **13. PROGRESS**

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

## **14. INSURANCE**

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

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

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

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.



## **17. OWNERSHIP OF DOCUMENTS**

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

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

17.3 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: Benjamin Zdeba  
Community Development Department  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660

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

Attn: Surabhi Barbhaya  
Kimley-Horn and Associates, Inc.  
1100 W Town and Country Road, 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: 1/29/26

By: Jose Montoya for  
Aaron C. Harp  
City Attorney 1-29-26R

**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: \_\_\_\_\_  
Jason Melchor  
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**



## ON-CALL PROFESSIONAL PLANNING SERVICES— STAFF AUGMENTATION (NO. 25-39)

### Approach/Understanding of Service(s) to Be Provided

#### Understanding

The City of Newport Beach is seeking to establish a flexible, reliable, and highly qualified bench of consultants to provide on-call professional planning services and staff augmentation for its Community Development Department. The City is looking for consultants with a strong command of a broad range of planning tasks—including the review of discretionary planning applications, preparation of CEQA documentation, staff reports, and public notices as well as community engagement and participation in public hearings. A primary objective is to enable the City to respond swiftly to fluctuating workloads while upholding the high standards of quality, timeliness, and professionalism that define its planning services.

Kimley-Horn brings a proven track record of working with the City on a variety of projects, including the recent Housing Element update and multiple CEQA assignments. Our team has a deep understanding of the City's municipal code, discretionary review procedures, and permitting processes. We are well-versed in the complexity of processing applications in a jurisdiction with layered zoning districts, coastal regulations, and a highly engaged community. Our planners have successfully prepared and presented staff reports to Planning Commissions and City Councils and are adept at navigating community sensitivities and multi-agency coordination—including with the California Coastal Commission, the John Wayne Airport Land Use Commission (ALUC), and Caltrans.

We regularly prepare categorical exemptions, initial studies, and technical analyses that reflect both CEQA requirements and local policy objectives. Our team is currently providing discretionary application review services for the Cities of Fairfield and Seaside as well as the County of San Bernardino. Many of our planners work on both public and private projects, allowing them to seamlessly transition between entitlement package preparation and review of civil, utility, landscape, and traffic plans. This includes drafting specific plans, preparing application materials, and evaluating consistency with General Plans. Our staff also routinely develops site investigation reports and conducts detailed municipal code reviews as part of development feasibility assessments.

The City is also seeking support for long-range and policy planning efforts, including technical documentation for the General Plan and Housing Element, municipal code updates—particularly those related to Coastal Act compliance—and the development of best practice manuals and other policy tools. Our team has deep expertise in this area. **Surabhi Barbhaya** has led and authored General Plans, Specific Plans, Zoning Codes, and Objective Design Standards, and brings strong knowledge of emerging legislation and implementation best practices. **Elizabeth Cobb** and **Denise Truong** bring valuable experience in coastal permitting, with Denise having previously served in the California Coastal Commission's permitting division. **Cassie Bretschger** adds to the team's capabilities with her experience on airport-adjacent projects and familiarity with ALUC regulations and processes.

Ultimately, the City is seeking planning partners who can work independently, understand both local and state regulatory frameworks, and contribute meaningfully to the implementation of the City's General Plan, Zoning Code, and Coastal Program. Kimley-Horn's collaborative approach and broad expertise allow us to quickly mobilize, scale our team to meet changing needs, and maintain a consistently high level of responsiveness and service quality.

#### Approach to On-Call Contracts

Our on-call approach is customized to meet the unique needs of each assignment. We assign dedicated task order managers to ensure timely execution and the right expertise for both simple and complex tasks. Kimley-Horn's "castaheads" system optimizes resource allocation, confirming that projects are staffed efficiently, delivered on time, and within budget.

#### Key Elements of our Service

- **Rapid Mobilization:** We quickly identify the right personnel and subconsultants, leveraging in-house experts to provide timely, high-quality technical analyses
- **Ongoing Communication:** We prioritize continuous collaboration, addressing challenges and ensuring the production of clear, legally defensible planning and environmental reports
- **Senior-Level Commitment:** Our senior management maintains close coordination with the City, confirming technical accuracy and monitoring budget and schedule

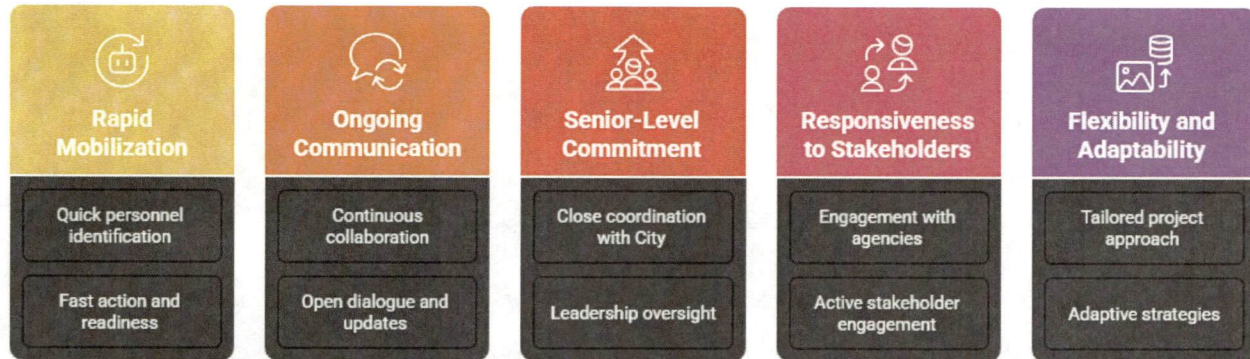


## ON-CALL PROFESSIONAL PLANNING SERVICES— STAFF AUGMENTATION (NO. 25-39)

- **Responsiveness to Stakeholders:** We engage with agencies, regulatory bodies, and the public throughout the project to address concerns
- **Flexibility and Adaptability:** Our approach is tailored to each project, adjusting as needed for optimal outcomes

From the start, we work closely with the City to understand its goals, review available information, and visit the project site to identify constraints. This allows us to create a clear, detailed scope of work, minimizing engineering changes and costly surprises.

### Key Service Elements



### Timely Execution

In completing our scope of work, we will focus on the timely execution of our duties and follow the project from conception through project approval. We will accomplish this through effective communication and use of our available and experienced staff. The assigned project manager will inform City staff of work status on a bi-weekly basis through phone conversations, email dialogue, formal project status reports, and regularly scheduled meetings. Our proposed staff were carefully selected for their experience and proven ability to work as a team. They are committed as the primary contributors to the work.

### Advanced Notice Requirements

We understand the nature of being on-call for our clients requires us to be responsive within certain timeframes. When project scope and fees are requested, we anticipate our response time to be between 48 hours and one week to prepare the scope and fee, depending on the complexity of the project at hand. We will respond to phone calls and emails within the same day of receipt, but no longer than 24 hours. When tasks are received, we will coordinate with the City's project manager and determine an appropriate schedule on a project-by-project basis that is in line with the City's goals and expectations.

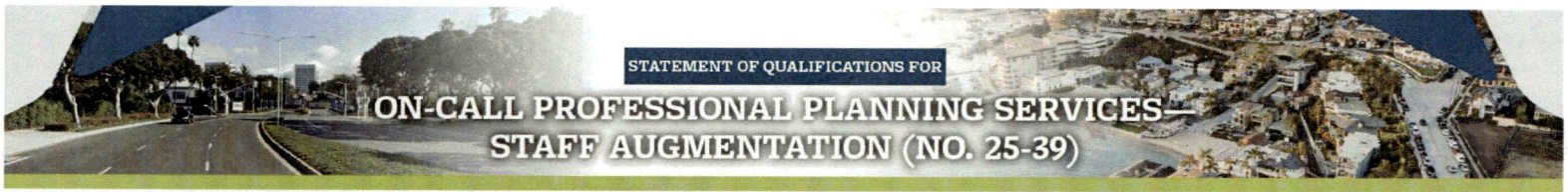
### Effective Communication

Communication between our design team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Our previous experience has taught us adherence to demanding schedules and the importance of communication. Effective communication begins with listening to the City's ideas, concerns, and goals for each project. Making certain that our team and your staff are on the same page throughout the course of the project will help avoid or mitigate potential problems or issues that might arise.

### Schedule and Budget Control

Nationally, Kimley-Horn's repeat client base accounts for more than 90% of our work. This high level of repeat clients attests to our ability to provide our services within project budgets and schedules as well as our ability to provide a consistently high-quality work product. From our understanding of your on-call services and our experience providing on-call services for other local cities, we have developed an approach to each project we are assigned to, which typically involves significant stakeholder input throughout the project life cycle. Each project is managed in such a way that schedule and budget are at the forefront, to make sure deadlines are observed throughout. We provide progress reports and updates at appropriate intervals such that the client is informed of project progress throughout the project.





In addition, face-to-face meetings, phone calls, and email communication are done on a regular basis as additional methods to keep everyone informed and on the same page.

## Schedule

Critical elements in maintaining a schedule include a clear definition of the team members' responsibilities and frequent communication relative to achieving goals. This begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop for your project, as we do for every project, a work plan that allocates commitments by individuals for each task.

Twice monthly, our system generates a Project Effort Report showing effort expended by task. This internal control allows us to make any adjustments that may be necessary to maintain schedule and stay within budget. To meet schedule and minimize down time, we utilize projections of staffing needs weekly, monthly, and every six months to verify we have the resources in place to meet the City's needs.

## Staff Availability

Kimley-Horn employs a firmwide workload forecasting system—weekly, monthly, and six-month—to manage staff availability and resource allocation for successful project delivery. Our "castaheads" system tracks project milestones and staff commitments, enabling proactive workload management. This tool has been effectively used in local projects, allowing us to anticipate and address resource needs well in advance. Once the project gets underway, our project manager Surabhi Barbhaya, AICP, LEED AP and our proposed task leads will conduct weekly check-ins to maintain proper resource allocation. Additionally, we can mobilize Kimley-Horn's 8,400+ professionals as needed to support the City's needs.

### Castaheads: Project Workload Planning

#### 6 MONTHS

##### Proactive resource planning

- ▶ Forecast upcoming project deliverables and milestones
- ▶ Evaluate team availability to support future deliverables

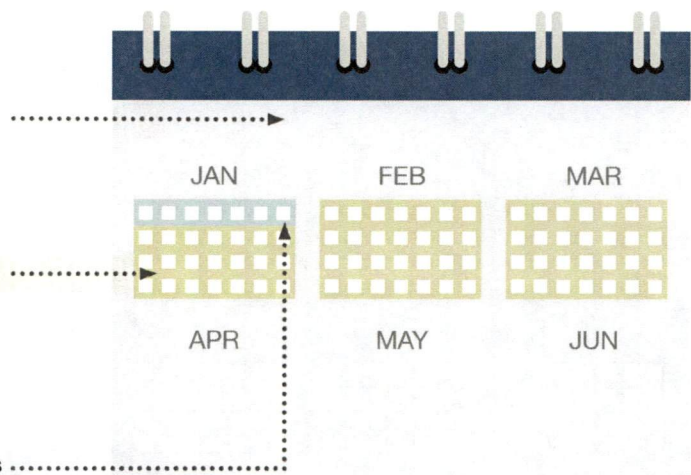
#### 1 AND 3 MONTHS

##### Review workload and assess current project needs

- ▶ Identify immediate project deliverables and milestones
- ▶ Evaluate simultaneous workload needs
- ▶ Allocate staff availability to support project deliverables

#### WEEKLY

##### Address immediate project needs and weekly milestones



## Cost Control

We will stay on top of the project task budgets by tracking them on a percent-complete basis to measure performance during each accounting report period (semi-monthly). All of our staff have access to project financials and reports, including our analysts. This allows all staff to be aware of the number of hours spent compared to hours available. Our project managers are hands-on and on top of day-to-day operations and activities completed.

## Quality Control/Quality Assurance (QC/QA)

At Kimley-Horn, quality is integral to every project phase, from planning to operations. We measure success by client satisfaction, quality deliverables, and timely project completion within budget. Our firm-wide QC/QA policies are implemented on all projects, providing high standards through:



## ON-CALL PROFESSIONAL PLANNING SERVICES— STAFF AUGMENTATION (NO. 25-39)

- **Structure:** A project manager, technical managers, and a QC/QA manager ensure quality at all stages
- **Procedures:** Documents undergo intra-disciplinary checks, including initial reviews, feedback, and final verification by a checker
- **Inter-Disciplinary Reviews:** Coordination between disciplines occurs throughout the project and before key submittals
- **Quality Assurance Audit:** The QC/QA manager conducts an audit before document submission
- **Deliverables and Document Control:** The project manager oversees submission of documents after the QC/QA audit and at key milestones
- **Corrective Action:** Any nonconforming work identified after the QC/QA process will be corrected promptly

This approach is successfully implemented in our local public contracts.

### Contract Management

Contract manager **Surabhi Barbhaya, AICP, LEED AP**, has extensive experience across a wide range of projects. She brings a deep understanding of the specialized services these projects demand, allowing her to assemble highly effective and efficient teams tailored to each task order. Upon notice to proceed, Surabhi will assign the appropriate staff to accomplish the task within the agreed timeframe. She can leverage resources from multiple disciplines to complete assignments of any size or complexity—whether it is a relatively minor project requiring a few staff members, or a more complex one needing extensive coordination with various experts and subconsultants.

Our team is dedicated to delivering exceptional service to our clients, and we understand that each project has unique requirements. This flexible approach allows us to develop tailored work plans and respond quickly to changing project needs. Whether adapting to unforeseen challenges or deploying additional in-house resources, we make sure that our team remains responsive and efficient, fostering a collaborative, team-oriented approach to every on-call assignment.

## KIMLEY-HORN QUALITY CONTROL IS





# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**



## Kimley-Horn and Associates, Inc.

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### Hourly Labor Rate Schedule

| Classification           | Rate          |
|--------------------------|---------------|
| Analyst                  | \$145 - \$210 |
| Professional             | \$195 - \$275 |
| Senior Professional I    | \$255 - \$340 |
| Senior Professional II   | \$325 - \$375 |
| Senior Technical Support | \$155 - \$280 |
| Support Staff            | \$110 - \$160 |
| Technical Support        | \$125 - \$190 |

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**Other Direct Costs:** Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed per the Contract.



## EXHIBIT C

### INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

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

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



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



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

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

- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.