

## **ATTACHMENT B**

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

THIS AMENDMENT NO. FIVE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Five") is made and entered into as of this 23rd day of June, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RAK DEVELOPMENT, INC. DBA KREUZER CONSULTING GROUP, a California corporation ("Consultant"), whose address is 320 Main Street, Unit D, Seal Beach, CA 90740, and is made with reference to the following:

#### **RECITALS**

- A. On April 25, 2013, City and Consultant entered into a Professional Services Agreement ("Agreement") for civil engineering services for design of Old Newport Boulevard and West Coast Highway ("Project").
- B. On June 25, 2014, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not previously included in the Agreement, to extend the term of the Agreement to June 30, 2015, and to increase the total compensation.
- C. On June 4, 2015, City and Consultant entered into Amendment No. Two to the Agreement to extend the term of the Agreement to June 30, 2016, and to update insurance requirements.
- D. On August 8, 2016, City and Consultant entered into Amendment No. Three to extend the term of the Agreement to April 24, 2018.
- E. On April 24, 2018, City and Consultant entered into Amendment No. Four ("Amendment No. Four") to reflect additional Services not included in the Agreement, as amended to extend the term of the Agreement to June 30, 2020, to increase the total compensation, updated prevailing wage and claims requirements, and update the insurance requirements.
- F. The parties desire to enter into this Amendment No. Five to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to June 30, 2023, increase the total compensation, update the administration, ownership of documents, conflicts of interest, and notices sections, include opinion of cost section, and update the insurance requirements.

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

## 1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2023, unless terminated earlier as set forth herein."

## 2. SERVICES TO BE PERFORMED

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

## 3. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). Exhibit B to the Agreement, Exhibit B to Amendment No. One, Exhibit B to Amendment No. Four, and Exhibit B to this Amendment No. Five, shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Six Hundred Sixty Nine Thousand Nine Hundred Thirty Eight Dollars and 00/100 (\$669,938.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Five, including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Thirty Nine Thousand One Hundred Twenty Nine Dollars and 00/100 (\$139,129.00)**.

## 4. ADMINISTRATION

Section 6 of the Agreement is amended in its entirety and replaced with the following: "This Agreement will be administered by the Public Works Department. City's Public Works Director 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."



## **5. OWNERSHIP OF DOCUMENTS**

Section 17.3 and 17.4 shall be added to the Agreement as follows:

“17.3 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .*dwg* file format, on a CD, and should comply with the City’s digital submission requirements for improvement plans available from the City’s Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in .*dwg* file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

17.4 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24”) by thirty-six inch (36”) Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City ‘As-Built’ drawings and a copy of digital Computer Aided Design and Drafting (“CADD”) and Tagged Image File Format (.*tiff*) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City’s Public Works Department.”

## **6. CONFLICTS OF INTEREST**

Section 24 of the Agreement is amended in its entirety and replaced with the following: “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.”

## **7. NOTICES**

Section 25.2 and 25.3 of the Agreement is amended in its entirety and replaced with the following:

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

Attn: Public Works Director  
Public Works 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: Rick Kreuzer  
RAK Development, Inc. DBA Kreuzer Consulting Group  
320 Main Street, Unit D  
Seal Beach, CA 90740”

## **8. OPINION OF COST**

Section 29 shall be added to the Agreement as follows:

“Any opinion of the construction cost prepared by Consultant represents the Consultant’s judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.”

## **9. INSURANCE**

Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement shall hereafter refer to Exhibit C attached hereto.

## **10. INTEGRATED CONTRACT**

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

**[SIGNATURES ON NEXT PAGE]**

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

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

Date: 06/11/2020

By: Aaron C. Harp  
For: Aaron C. Harp  
City Attorney

06.11.20  
cmz

ATTEST:

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

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

CITY OF NEWPORT BEACH,  
a California municipal corporation

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

By: \_\_\_\_\_  
Will O'Neill  
Mayor

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

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

By: \_\_\_\_\_  
Richard Andrew Kreuzer  
Chief Executive Officer

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

By: \_\_\_\_\_  
Kelsey Ann Kreuzer  
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**



June 10, 2020

Mr. Patrick Arciniega  
Senior Civil Engineer  
City of Newport Beach  
100 Civic Center Dr  
Newport Beach, CA 92660

**RE: Revised Request for Budget Augmentation (Amendment #5) to finalize the PCH/Old Newport Road Improvement Project**

Dear Mr. Arciniega,

Per the City's request, we are submitting this change order request to complete the subject project. To date, we have completed preliminary design, environment documents and various ancillary reports for the project. These materials have addressed two project alternatives. Initially, the Preferred Alternative involved the realignment of Old Newport Road through the Caltrans park and ride lot. A few years back the preferred alternative was changed to keep Old Newport Road on its current alignment. The City has now decided to revert back to the realignment alternative as the desired option for construction. Over the course of the last 7 years we have completed preliminary plans (50% completion level) for both alternatives. Most of the supporting documentation (PEER, DSDD, etc.) were completed for the alternative no longer being considered. As such, these reports will need to now be completed for the realignment option. In addition, based on the recent meeting with Caltrans on 2/27/20, there are additional right of way engineering items (i.e. Title Reports, Appraisal Maps) that were not included in the original scope of work. Lastly, there are also new design features that are being added to the project, summarized as follows:

- *Caltrans is requiring the existing 8'x 4' RCB under Old Newport Road be replaced due to its age and lack of vertical cover.*
- *The City has requested that a sidewalk connection be made up Santa Ana Avenue to Cliff Drive. This will also include a walkway stairway connection to Avon Street. We have included provisions in our scope to obtain additional survey information and prepare a Concept Plan for these improvements along with final plans.*

Based upon all of the above, we have developed our scope of work to finish the final PS&E for the project based upon the work completed to date for the realignment alternative, recent input received from Caltrans and the added design features noted above.

The following provides a task by task breakdown of the work required to complete the project.

**Task 1.0 – Project Management, Administration and Meetings**

Under this task, KCG will be responsible for overall project management, leadership of the Project Development Team (PDT), and monitoring project progress and maintenance of files. KCG will supervise, coordinate and monitor all project activities and deliverables to insure they are in conformance with City and Caltrans requirements. KCG will prepare monthly progress reports to accompany each monthly invoice. These reports will address the work accomplished during the previous month; work anticipated during the upcoming month; progress schedule; and any and all issues encountered, highlighting any potential issues which may impact the scope of work for the project. The KCG Project Manager and appropriate team members will meet with City staff on a regular basis to review and discuss progress and chart courses of action. For purposes of this proposal, we have assumed that up to six (6) project meetings will be required with the City and/or Caltrans for the remainder of the project duration.

**Task 3.0 – Utility Research and Coordination**

**Subtask 3.1 – Utility Research & Coordination:** Due to the amount of time that has passed on this project we are proposing to restart the utility coordination efforts on this project. This will include the following efforts:

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

**Subtask 3.2 – Potholing:** In order to facilitate utility relocations, and the construction of the new RCB and associated storm drain connector pipes we are including provisions for up to eight (8) utility potholes within the project limits. This work will be completed by Bess Laboratories under KCG's direction.

**Task 8.0 – Preliminary Design Plans**

The City desires to make a sidewalk connection from the project limits on Santa Ana Avenue up to Cliff Drive, including a walkway/stairway connection to Avon Street. This will require the completion of the following additional subtasks:

**Subtask 8.5 Additional Topographic Survey:** Metz surveying will complete field survey in order to develop a topographic base map for the proposed sidewalk alignment. KCG will utilize this information to prepare base plan for the development of a Concept Plan (subtask 8.6) for the sidewalk improvements.



Subtask 8.6 – Sidewalk Concept Plan: KCG will prepare a Concept Plan for the Santa Ana sidewalk improvements, including a connection to Avon Street. We will not proceed with final plans until this Concept Plan is approved by City.

Subtask 8.7 – Final Plans: Based upon the approved Concept Plan, KCG will prepare final plans for the Santa Ana Sidewalk Improvements, including a connection to Avon Street. We envision 2 plan sheets and 1 detail sheet will be required.

#### **Task 9.0 Fact Sheet for Design Exceptions**

Subtask 9.1 – Permit Engineering Evaluation Report (PEER): A PEER was completed and approved for the on-alignment alternative but not for the realignment alternative. KCG will prepare and obtain approval of a PEER document for this new Preferred Project Alternative.

Subtask 9.2 – Design Standard Decision Document (DSDD): A DSDD, formerly known as a Fact Sheet, was completed for the on-alignment alternative but only partially (Draft) completed for the realignment alternative. Additionally, the DSDD format differs from the original Fact Sheet format so there will be additional work required to prepare and obtain approval for the DSDD for the new Preferred Alternative.

#### **Task 10.0 Water Quality Documents**

This task required the preparation of two water quality documents, broken down as follows:

Subtask 10.1- Water Quality Management Plan (WQMP): KCG will provide engineering services to prepare a Water Quality Management Plan (WQMP) technical document and supporting analysis for the proposed street improvement project area. The project WQMP will comply model for the County of Orange. The project is in the north county permit area which is wholly within the Santa Ana Regional Water Quality Control Board. The WQMP will satisfy the post development storm water quality treatment requirements established in the permits. The document will follow the model format and technical content requirements based on the agency template for the Water Quality Management Plan and will follow the requirements of Section 7.11-1.5 for public agency projects.

Subtask 10.2 – Stormwater Data Report (SWDR): SWT will prepare a *Storm Water Data Report (SWDR)* following the minimum data/assessment requirements and the format outlined by Caltrans in the Storm Water Quality Handbook Project Planning and Design Guide for this type of water quality document which includes (1) Project Description with a detailed narrative, (2) completion of checklists, (3) analyses and assessments, and (4) attachments and exhibits. The July 2010 “long form” SWDR will be completed following the Caltrans standard template for the SWDR and addressing the requested issues as part of the overall checklists and developing the associated supporting documentation or narrative. The basic elements and items to be prepared that will be included in the SWDR are listed below:

- Detailed project descriptions and description of the construction works
- Disturbance Area
- Site Data and Water Quality Design Issues
- Checklists SW-1, SW-2, and SW-3.

- Site Data and Water Quality Design Issues
- Receiving Water and Pollutant of Concern, including TMDL
- Regional Water quality Board Agreements
- Determination of the risk level
- Proposed Design Permanent Pollution Prevention BMPs
  - Sizing of BMPs
  - Cost estimate for BMP
- Construction Site BMPs

The required attachments or exhibits will include: vicinity map, Evaluation Documentation Form (EDF), construction Site BMP consideration form, RUSLE2 calculation for soil erosion, risk level determination documentation, treatment BMP summary spreadsheets, quantities for construction site BMPs.

#### **Task 12.0 – Right of Way Engineering**

This task will require a series of subtasks, as follows:

Subtask 12.1 – Title Reports: We have included obtaining three (3) title reports for the project. These reports will cover the Caltrans park and ride lot, A's and Pacific Imaging parcels.

Subtask 12.2 – R/W Appraisal Maps: KCG will utilize the services of Metz Surveying to prepare the Caltrans required Appraisal Maps for the project. These maps will be prepared in strict conformance with Caltrans guidelines and requirements.

Subtask 12.3 – Legals and Plats: Metz Surveying will prepare legal descriptions and plats for the property acquisition required, including temporary construction easements, dedications and easements. We anticipate 6 legals/plats will be prepared, summarized as follows:

- A's site (2) – Part take and TCE
- Pacific Coast Imaging (2) – Part take and TCE
- Caltrans Park and Ride (1) – Dedication
- Utility Easement (1) through A's lot.

#### **Task 13.0 – Final PS&E**

As stated previously, the plans for the new realignment alternative are currently done to approximately a 50% completion level. KCG will take these plans and advance them to 65%, 90% and 100% final levels for submittal to the City/ Caltrans for review. We envision the following plan set will be developed:

Description	# Sheets
Title Sheet	1
Typical Sections	1
Construction Details	3
Demolition Plans	4
Roadway Plan & Profile	4
Offsite Improvements	2
Utility Plans	2

RCB Plan & Profile	1
RCB Details	2
Storm Drain Connector Pipe Plan & Profile	2
Storm Drain Profiles	1
Planting Plan	1
Irrigation Plan	1
Planting & Irrigation Details	1
Signing & Striping Plans	3
Street Lighting Plans	2
Traffic Control Plans	6
Cross Sections	6
<b>Total</b>	<b>43 sheets</b>

Of the sheets above, the new design features include the replacement of the existing 8'x 4' RCB under Old Newport Road and new sidewalk on Santa Ana Avenue to Cliff Drive which is covered under subtask 8.7.

Specifications will be prepared using Microsoft Word for Windows.

Construction Cost Estimates will be prepared using Microsoft Excel. All quantity calculations and pertinent backup calculations required to support the project estimate will be bound and submitted to the City for review.

#### **Task 14.0 – Permitting**

**Subtask 14.1 – Caltrans Encroachment Permit:** This task will include the preparation of an Encroachment Permit Application including, but not necessarily limited to, the following attachments:

- Signed plans (folded per Caltrans' requirements)
- Environmental Notice of Determination (previously completed)

KCG will prepare the application for City Signature and compile all supporting information. We will submit and process this permit application until an Encroachment Permit for the project is obtained.

#### **Task 15.0 – Construction Bidding and Support Services**

The work under this task includes (a) responding to questions during the bid period; (b) attending the pre-construction meeting; (c) reviewing shop drawing submittals; (d) preparing bid addenda; (e) providing input with respect to the contractor's general conformance with the project plans and specifications; and (f) preparing as-built record drawings, based on contractor redlines, at the completion of construction.



We are requesting a budget increase of **\$139,129** to complete this scope of work. This increase takes into account the \$17,416 that currently remains on contract. Exhibit A on the following page provides a task by task breakdown of manhours and fees by task.

Thank you for your consideration of this request. If you have any questions or require additional information please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Kreuzer', with a stylized flourish at the end.

Rick Kreuzer, PE  
President

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

**AMENDMENT #5 - FEE SCHEDULE FOR BUDGET INCREASE  
OLD NEWPORT BOULEVARD AND WEST COAST HIGHWAY IMPROVEMENTS**

Task	PROJECT MANAGER	PROJECT ENGINEER	EXPENSES	TOTAL KGO COSTS	CLARK & GREEN	BESS LABS	METZ SURVEYING	TOTAL SUBCONSULTANT COST	TOTAL
	hr.	hr.							
	\$200	\$135							
<b>TASK 1.0 - PROJECT MANAGEMENT, ADMINISTRATION AND MEETINGS</b>	24	16		\$6,960					\$6,960
<b>SUBTOTAL TASK 1.0 MANHOURS</b>	24	16							
<b>SUBTOTAL TASK 1.0 COSTS</b>	\$4,800	\$2,160		\$6,960					\$6,960
<b>TASK 3.0 - UTILITY RESEARCH AND COORDINATION</b>									
3.1 Utility Research & Coordination	10	16		\$4,160					\$4,160
3.2 Potholing	2	4		\$940		\$8,000		\$8,000	\$8,940
<b>SUBTOTAL TASK 3.0 MANHOURS</b>	12	20							
<b>SUBTOTAL TASK 3.0 COSTS</b>	\$2,400	\$2,700		\$5,100		\$8,000		\$8,000	\$13,100
<b>TASK 8.0 - PRELIMINARY DESIGN PLANS</b>									
8.5 Topographic Survey for Santa Ana Avenue Sidewalk Improvements	2	2		\$670			\$2,700	\$2,700	\$3,370
8.6 Santa Ana Sidewalk Concept Plan	8	16		\$3,760					\$3,760
8.7 Santa Ana Sidewalk Final Plans (3)	10	40		\$7,400					\$7,400
<b>SUBTOTAL TASK 8.0 MANHOURS</b>	20	58							
<b>SUBTOTAL TASK 8.0 COSTS</b>	\$4,000	\$7,830		\$11,830			\$2,700	\$2,700	\$14,530
<b>TASK 9.0 - FACT SHEET FOR DESIGN EXCEPTIONS</b>									
9.1 Permit Engineering Evaluation Report (PEER)	20	24		\$7,240					\$7,240
9.2 Design Standard Decision Document (DSD)	16	24		\$6,440					\$6,440
<b>SUBTOTAL TASK 9.0 MANHOURS</b>	36	48							
<b>SUBTOTAL TASK 9.0 COSTS</b>	\$7,200	\$6,480		\$13,680					\$13,680
<b>TASK 10.0 - WATER QUALITY DOCUMENTS</b>									
10.1 Water Quality Management Plan (WQMP)	4	16		\$2,960					\$2,960
10.2 Stormwater Data Report (SWDR)	4	16		\$2,960					\$2,960
<b>SUBTOTAL TASK 10.0 MANHOURS</b>	8	32							
<b>SUBTOTAL TASK 10.0 COSTS</b>	\$1,600	\$4,320		\$5,920					\$5,920
<b>TASK 12.0 - RIGHT OF WAY ENGINEERING</b>									
12.1 Title Reports	2		\$3,000	\$3,400					\$3,400
12.2 R/W Appraisal Maps	2	16		\$2,560			\$3,500	\$3,500	\$6,060
12.3 Legals and Plats	2	8		\$1,480			\$4,250	\$4,250	\$5,730
<b>SUBTOTAL TASK 12.0 MANHOURS</b>	6	24							
<b>SUBTOTAL TASK 12.0 COSTS</b>	\$1,200	\$3,240	\$3,000	\$7,440			\$7,750	\$7,750	\$15,190
<b>TASK 13.0 - FINAL PS &amp; E</b>									
- Title Sheet (1)	1	2		\$470					\$470
- Typical Sections (1)	2	8		\$1,480					\$1,480
- Construction Details (3)	4	10		\$2,150					\$2,150
- Demolition Plans (4)	4	12		\$2,420					\$2,420
- Roadway Plan & Profile (4)	8	24		\$4,840					\$4,840
- Offsite Improvements (2)	6	16		\$3,360					\$3,360
- Utility Plans (2)	4	16		\$2,960					\$2,960
- RCB Plan & Profile (1)	16	48		\$9,680					\$9,680
- RCB Details (2)	16	40		\$8,600					\$8,600
- Storm Drain Connector Pipe Plan (2)	2	12		\$2,020					\$2,020
- Storm Drain Profiles (1)	2	16		\$2,560					\$2,560
- Planting Plan (1)	2			\$400	\$4,000			\$4,000	\$4,400
- Irrigation Plan (1)	2			\$400	\$4,000			\$4,000	\$4,400
- Planting & Irrigation Details (1)	1			\$200	\$2,000			\$2,000	\$2,200
- Signing & Striping Plans (3)	2	8		\$1,480					\$1,480
- Street Lighting Plans (2)	4	20		\$3,500					\$3,500
- Traffic Control Plans (6)	12	31		\$6,585					\$6,585
- Cross Sections (6)	6	24		\$4,440					\$4,440
- Specifications	12	8		\$3,480					\$3,480
- Cost Estimates	4	12		\$2,420					\$2,420
Reimbursables			\$3,800	\$3,800					\$3,800
<b>SUBTOTAL TASK 13.0 MANHOURS</b>	110	307							
<b>SUBTOTAL TASK 13.0 COSTS</b>	\$22,000	\$41,445	\$3,800	\$67,245	\$10,000			\$10,000	\$77,245
<b>TASK 14.0 - PERMITTING</b>									
14.1 Caltrans Encroachment Permit	16	24		\$6,440					\$6,440
<b>SUBTOTAL TASK 14.0 MANHOURS</b>	16	24							
<b>SUBTOTAL TASK 14.0 COSTS</b>	\$3,200	\$3,240		\$6,440					\$6,440
<b>TASK 15.0 - CONSTRUCTION BIDDING AND SUPPORT SERVICES</b>									
<b>SUBTOTAL TASK 15.0 MANHOURS</b>	12	8		\$3,480					\$3,480
<b>SUBTOTAL TASK 15.0 COSTS</b>	\$2,400	\$1,080		\$3,480					\$3,480
<b>MANHOUR GRAND TOTALS</b>	244	537							
<b>FEE GRAND TOTALS</b>	\$48,800	\$72,495	\$6,800	\$128,095	\$10,000	\$8,000	\$10,450	\$28,450	\$156,545

AMOUNT REMAINING ON CONTRACT (\$17,416)

BUDGET INCREASE REQUESTED **\$139,129**



## 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 one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) 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. 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.
- D. 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.
- E. 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.
- F. 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.



- G. 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.
- H. 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.