

CITY OF SIGNAL HILL
AGREEMENT FOR DESIGN SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of September, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and W.G. Zimmerman Engineering, Inc., a California Corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 7812 Edinger Ave, Suite 302, Irvine, CA 92647 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional engineering design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an engineer in the State of California.

2.3 Project.

City desires to engage Consultant to render such professional engineering design services for the E. Burnett Street Historical District and Bike Enhancement Project ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be for a term of six months from the date on the Notice to Proceed, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Engineer of Record; Key Personnel.

3.2.1 Engineer of Record. Consultant shall name a specific individual to act as the Engineer of Record, subject to the approval of City. Consultant hereby designates Bill Zimmerman (License No. 48667) to act as the Engineer of Record for the Project. The Engineer of Record shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Engineer of Record shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Engineer of Record shall be of at least equal competence as the prior Engineer of Record. In the event that City and Consultant cannot agree as to the substitution of a new Engineer of Record, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Engineer of Record, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: Christopher Cordero, Antonio Magaña, Jonny Bui, Eric Choe, and William Orejana.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other

consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

3.5.5.1 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant must keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and stormwater; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and stormwater discharges.

3.5.5.2 Reserved

3.5.5.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5.1 and 3.5.5.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.5.5.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5.1 and 3.5.5.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.5.5.1, 3.5.5.2 and 3.5.5.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 **Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Consultant on an

independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following shall be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Consultant shall, within fifteen

(15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Consultant Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted industry practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

3.8.3.3 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.4 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

3.8.3.5 Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

3.8.3.6 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.7 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates Thomas Bekele, Public

Works Director, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Two Hundred Forty Five Thousand Three Hundred Seventy-Two Dollars and Seventy Cents (\$245,372.70)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the compensation and related terms and conditions attached hereto as Exhibit "C" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C"

attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Consultant's reasonable control.

3.11 Labor Code Requirements.

3.11.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

3.11.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code

sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.12 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.13 Termination, Suspension and Abandonment.

3.13.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.13.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.13.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.13.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 Ownership and Use of Documents; Confidentiality.

3.14.1 Ownership. All plans, specifications, original or reproducible

transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.14.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

- (A) The construction of all or part of this Project.
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.14.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied

in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.14.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.15 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.16 Insurance.

Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.17 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.19 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for services between City and any consultant chosen therefor by City.

3.20 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.22 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These

certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.24 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.25 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.26 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.27 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.28 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.29 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.30 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	W.G. Zimmerman Engineering, Inc 7812 Edinger Avenue, Suite 302 Irvine, CA 92647 ATTN: Bill Zimmerman, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Thomas Bekele, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.31 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.32 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.33 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including architects and/or engineers, in connection with this Project or other projects.

3.34 Prohibited Interests.

3.34.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.34.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.35 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.36 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.37 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.38 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

CITY OF SIGNAL HILL

W.G. ZIMMERMAN ENGINEERING, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
William G. Zimmerman
President

ATTEST:

By: _____
Tina Knapp
Assistant City Clerk

By: _____
William G. Zimmerman
Secretary

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The Consultant shall provide comprehensive engineering design services for the E. Burnett Street Historical District Pedestrian and Bike Enhancement Project. The project area extends along East Burnett Street from Walnut Avenue to Cherry Avenue and continues as Skyline Drive from Cherry Avenue to Dawson Avenue, where the corridor changes name.

The scope of improvements includes the design of approximately 1,560 linear feet of new sidewalks, fourteen (14) ADA-compliant curb ramps, fifteen (15) sidewalk lights, resurfacing of the roadway, installation of 2,830 linear feet of new Class II bikeways, a Rectangular Rapid Flashing Beacon (RRFB), painted crosswalks, and associated traffic calming striping and pavement markings.

The Consultant shall be responsible for all investigations, coordination, design, and documentation necessary to deliver a complete, bid-ready Plans, Specifications, and Estimates (PS&E) package. This includes identifying and incorporating all disciplines and design elements required to fully complete the project scope. The scope of work under this Agreement includes, but is not limited to, the tasks described herein.

TASK 1: Project Management and Administration

The consultant shall provide comprehensive project management services to ensure the timely and successful delivery of all contracted work. The consultant will serve as the primary point of contact with City staff and will be responsible for overseeing all aspects of coordination, scheduling, communication, and task execution throughout the duration of the project.

As part of this task, the consultant shall conduct an onsite project kick-off meeting with City staff to review project goals, define roles and responsibilities, confirm communication protocols, and establish the overall project schedule. Progress meetings shall be held on a weekly basis to discuss work completed, identify upcoming tasks, resolve outstanding issues, and document decisions. The consultant will be responsible for preparing meeting agendas, minutes, and follow-up action items.

A detailed project schedule shall be developed and maintained, identifying key milestones for PS&E development and environmental approvals. The consultant will also track progress against a task-based budget and coordinate with all relevant utility providers, regulatory agencies, and community stakeholders. In support of City-led outreach, the consultant will assist in the development of materials such as exhibits, presentations, and handouts for public engagement activities.

Deliverables:

- Draft and Final Meeting agendas and minutes, communication log.
- Monthly project schedule and work plan.
- Information Request Matrix
- Public outreach materials (e.g., exhibits, handouts, presentations).

TASK 2: Utility Investigation and Coordination

The consultant shall be responsible for identifying, evaluating, and coordinating all utility-related issues within the project limits to avoid conflicts with proposed improvements. This task includes the collection and review of available utility records, such as as-built drawings, utility maps, right-of-way maps, assessor parcel data, and aerial imagery. The consultant shall verify this information through field investigations to identify and resolve any discrepancies between record documents and actual field conditions.

A comprehensive utility investigation shall be conducted to assess potential conflicts with proposed improvements, including new sidewalks, ADA-compliant curb ramps, street lighting, bikeways, and the installation of a RRFB. To support design development, the consultant shall prepare and maintain a utility base map and a utility coordination log to track all correspondence, data received, and feedback from utility agencies.

Utility coordination shall be ongoing throughout the project. The consultant shall distribute PS&E submittals to utility agencies for review at each design milestone and respond to all comments received. The consultant is responsible for identifying any utility conflicts and working proactively with utility providers to resolve them or recommend appropriate design modifications.

The consultant process includes three utility notifications during the project. The first one is a notice with general plans of project intent with request for information and impacts to utilities. The second one includes 60% plans identifying conflicting utilities and written response of prior rights or identification of ownership and process for raising manholes and valves due to the pavement rehabilitation. The third and final request is at the Final Plan stage to ensure that a plan exists by the impacted utilities for necessary action to reduce the impact to the City's contractor. All information will be developed into a Utility Matrix along with contacts, dates and responses.

Deliverables:

- Utility base map (AutoCAD format)
- Utility matrix and coordination log
- Conflict identification and resolution summary
- Utility comments and responses at each milestone

TASK 3: Topographic Survey and Base Mapping

The consultant shall perform a comprehensive topographic survey and develop accurate base mapping to support the design development process. The survey shall be tied to the California State Plane coordinate system (NAD83) and the Los Angeles County benchmark network (NAVD88). Horizontal and vertical control shall be established to ensure accuracy, and mapping shall be prepared at a scale of 1"=20' with 1' contours and cross-sections at 50-foot intervals. The field survey shall be conducted in accordance with the City's guidelines and shall provide the necessary data to generate base topography for the final design.

At a minimum, the base map shall include the identification and documentation of right-of-way lines, centerlines, and boundary lines; existing grades, slopes, and elevations; spot elevations on hardscape elements; and surface conditions of curbs, gutters, sidewalks, driveways, and

pavement areas, including roadway surfaces and cross gutters. Above-ground utilities such as valves, manholes, cabinets, pull-boxes, meters, and vaults shall also be included, along with street lights, traffic signals, street signs, power poles, trees, fences, walls, and overhead utility lines within the public right-of-way. The survey shall include roadway cross sections and major surface features that influence terrain geometry, including tops and toes of slopes, grade breaks, and natural ground contours. A pothole survey shall also be conducted, with the location and findings incorporated into the mapping. All survey work shall be conducted under the supervision of a California-licensed Professional Land Surveyor, and the final base map shall be developed using AutoCAD software and include adequate survey points and annotations to fully support project design requirements.

Deliverables:

- Topography survey files (AutoCAD)
- Topography Base Map (AutoCAD)
- Pothole survey data

TASK 4: Geotechnical Investigation and Pavement Evaluation:

The consultant (or subconsultant) shall perform a geotechnical investigation to assess the existing pavement sections and subgrade conditions in order to inform the design of roadway resurfacing and structural pavement sections. The investigation shall include all necessary fieldwork, permitting, traffic control coordination, sampling, and laboratory testing.

Specific testing shall consist of Falling Weight Deflectometer (FWD) testing, Ground Penetrating Radar (GPR) scanning for pavement thickness, pavement coring at ten locations, moisture content testing, R-Value testing, and a visual pavement condition survey.

Based on the findings, the consultant shall prepare a comprehensive geotechnical report summarizing field observations and laboratory results, and providing recommendations for pavement section design, subgrade stabilization (if needed), and appropriate rehabilitation strategies based on site-specific conditions. All costs associated with the geotechnical investigation, including traffic control, permits, sampling, testing, and reporting, shall be included in this task.

Deliverables:

- Geotechnical Report

TASK 5: Engineering Design and Construction Documents

The Consultant shall prepare PS&E documents that progressively incorporate finding from prior tasks, City feedback, and design refinements. Submittals shall be prepared at the 60%, 90%, and 100% levels, with a “Plan in Hand” field review conducted at the 60% stage to ensure constructability and accuracy.

The submittal package shall address all design elements necessary for the construction of the following improvements:

- Sidewalks and ADA-compliant curb ramps
- Roadway resurfacing and pavement rehabilitation

- Street lighting systems and pedestrian safety features, including poles, foundation, electrical service, conduit, RRFB installation, pushbutton, and power connections. All signal-related improvements and electrical components along E. Burnett Street shall be reviewed for compatibility and coordination with the existing signalized intersection at E. Burnett Street and Cherry Avenue to ensure proper synchronization and integration.
- Class II bikeways
- Painted crosswalks
- Traffic calming striping
- Pavement markings and signage
- Landscape and irrigation, as applicable

Plans shall include hydrology and drainage plan, utility plan, traffic signal and crosswalk beacon plans, signing and striping plans, landscape and irrigation plans, and detail sheets. Design disciplines shall include, but are not limited to civil engineering, traffic engineering, lighting/electrical, and landscape architecture. All plans must be prepared using AutoCAD and shall conform to APWA AND City of Signal Hill standards. The final construction plans shall be signed and stamped by a California-licensed Civil Engineer. Each PS&E submittal shall include updated technical specifications and detailed cost estimates. Cost estimates shall be prepared in Excel at each design stage and itemized by bid item, quantity, unit cost, and total, with contingencies included.

Deliverables:

- PS&E plan sets in PDF and AutoCAD formats at 60%, 90%, and 100% milestones
- Engineer's estimates
- Technical specifications
- Utility Notices and Responses with updated matrix

TASK 6: Bidding and Construction Support

The consultant shall support the City throughout the bidding and construction phases by providing technical assistance, document review, and coordination services. During the bidding phase, the consultant shall attend the pre-bid meeting, assist with the preparation of bid addenda as necessary to clarify the plans and specifications.

During construction, the consultant shall attend the pre-construction meeting and up to four site meetings. The consultant will be responsible for reviewing contractor submittals and shop drawings, responding to RFI's, and providing design clarifications. The consultant shall also assist in evaluating and resolving any unforeseen conditions encountered during construction.

At project closeout, the consultant shall prepare record drawings based on contractor-provided redlines and markups from the City's construction inspector.

Deliverables:

- Responses to contractor RFIs and submittals
- Record drawings (As-Builts) in PDF and AutoCAD formats

Attendance at the pre-bid meeting, up to four construction site meetings and pre-construction meeting.

EXHIBIT “B”
SCHEDULE OF SERVICES

The Consultant shall provide the Schedule of Services upon contract award and execution. All services shall be carried out in accordance with the approved scope of work and as reviewed and approved by the City.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

WGZE		City of Signal Hill E. Burnett Street Historical District Pedestrian and Bike Enhancement Project																			
TASK NO.	WORK TASK OR ITEM*	Bill Zimmerman		Christopher Cordero		Antonio Magaña		Jonny Bui		Eric Choe		William Orejana		WGZE HOURS	WGZE FEE	Sub-Consultant Coast Surveying	Sub-Consultant LaBelle Marvin Geotech	Sub-Consultant Lynn Capouya Landscape	Sub-Consultant Fee	TOTAL HOURS	TOTAL FEE
		Project Manager		Sr. Project Engineer		Project Engineer		Sr. Design Engineer		Sr. Design Engineer		Design Engineer									
		\$230.00	\$190.00	\$165.00	\$145.00	\$145.00	\$140.00														
	DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST								
1.0	PROJECT MANAGEMENT AND ADMINISTRATION																				
1.1	Kick-Off Meeting	3	\$ 690.00	0	\$ -	3	\$ 495.00	0	\$ -	3	\$ 435.00	0	\$ -	9	\$ 1,620.00	\$ -	\$ -	\$ -	\$ -	9	\$ 1,620.00
1.2	Planned Meetings (3 Total)	6	\$ 1,380.00	0	\$ -	6	\$ 990.00	0	\$ -	6	\$ 870.00	6	\$ 840.00	24	\$ 4,080.00	\$ -	\$ -	\$ -	\$ -	24	\$ 4,080.00
1.3	Project Schedule	0	\$ -	6	\$ 1,140.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,140.00	\$ -	\$ -	\$ -	\$ -	6	\$ 1,140.00
1.4	Progress Meetings (6 Total)	12	\$ 2,760.00	0	\$ -	12	\$ 1,980.00	0	\$ -	12	\$ 1,740.00	0	\$ -	36	\$ 6,480.00	\$ -	\$ -	\$ -	\$ -	36	\$ 6,480.00
1.5	Project Management and Administration	8	\$ 1,840.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,840.00	\$ -	\$ -	\$ 13,005.00	\$ 13,005.00	8	\$ 14,845.00
	SUBTOTAL TASK 1	29	\$ 6,670.00	6	\$ 1,140.00	21	\$ 3,465.00	0	\$ -	21	\$ 3,045.00	6	\$ 840.00	83	\$ 15,160.00	\$ -	\$ -	\$ 13,005.00	\$ 13,005.00	75	\$ 28,165.00
2.0	UTILITY INVESTIGATION AND COORDINATION																				
2.1	Utility Investigation and Coordination	0	\$ -	0	\$ -	8	\$ 1,320.00	8	\$ 1,160.00	0	\$ -	4	\$ 560.00	20	\$ 3,040.00	\$ -	\$ -	\$ -	\$ -	20	\$ 3,040.00
	SUBTOTAL TASK 2	0	\$ -	0	\$ -	8	\$ 1,320.00	8	\$ 1,160.00	0	\$ -	4	\$ 560.00	20	\$ 3,040.00	\$ -	\$ -	\$ -	\$ -	20	\$ 3,040.00
3.0	TOPOGRAPHIC SURVEY AND BASE MAPPING																				
3.1	Togographic Survey and Base Mapping	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,740.00	0	\$ -	12	\$ 1,740.00	\$ 37,878.00	\$ -	\$ -	\$ 37,878.00	12	\$ 39,618.00
	SUBTOTAL TASK 3	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,740.00	0	\$ -	12	\$ 1,740.00	\$ 37,878.00	\$ -	\$ -	\$ 37,878.00	12	\$ 39,618.00
4.0	GEOTECHNICAL INVESTIGATION AND PAVEMENT EVALUATION																				
4.1	Geotechnical Investigation and Pavement Evaluation	0	\$ -	0	\$ -	8	\$ 1,320.00	12	\$ 1,740.00	0	\$ -	0	\$ -	20	\$ 3,060.00	\$ -	\$ 29,920.00	\$ -	\$ 29,920.00	20	\$ 32,980.00
	SUBTOTAL TASK 4	0	\$ -	0	\$ -	8	\$ 1,320.00	12	\$ 1,740.00	0	\$ -	0	\$ -	20	\$ 3,060.00	\$ -	\$ 29,920.00	\$ -	\$ 29,920.00	20	\$ 32,980.00
5.0	ENGINEERING DESIGN AND CONSTRUCTION DOCUMENTS																				
5.1	Prepare 60% Base Plan and Design Plan Development	4	\$ 920.00	12	\$ 2,280.00	48	\$ 7,920.00	0	\$ -	100	\$ 14,500.00	100	\$ 14,000.00	264	\$ 39,620.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	264	\$ 59,620.00
5.2	Prepare 90% PS&E	4	\$ 920.00	20	\$ 3,800.00	32	\$ 5,280.00	40	\$ 5,800.00	50	\$ 7,250.00	50	\$ 7,000.00	196	\$ 30,050.00	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	196	\$ 38,050.00
5.3	Prepare 100% PS&E	4	\$ 920.00	8	\$ 1,520.00	20	\$ 3,300.00	30	\$ 4,350.00	30	\$ 4,350.00	30	\$ 4,200.00	122	\$ 18,640.00	\$ -	\$ -	\$ 4,240.00	\$ 4,240.00	122	\$ 22,880.00
	SUBTOTAL TASK 5	12	\$ 2,760.00	40	\$ 7,600.00	100	\$ 16,500.00	70	\$ 10,150.00	180	\$ 26,100.00	180	\$ 25,200.00	582	\$ 88,310.00	\$ -	\$ -	\$ 32,240.00	\$ 32,240.00	582	\$ 120,550.00
6.0	BIDDING AND CONSTRUCTION SUPPORT																				
6.1	Bidding and Construction Support	4	\$ 920.00	0	\$ -	8	\$ 1,320.00	8	\$ 1,160.00	8	\$ 1,160.00	0	\$ -	28	\$ 4,560.00	\$ -	\$ -	\$ 10,475.00	\$ 10,475.00	28	\$ 15,035.00
	SUBTOTAL TASK 6	4	\$ 920.00	0	\$ -	8	\$ 1,320.00	8	\$ 1,160.00	8	\$ 1,160.00	0	\$ -	28	\$ 4,560.00	\$ -	\$ -	\$ 10,475.00	\$ 10,475.00	28	\$ 15,035.00
SUB-TOTAL DESIGN (1)		45	\$ 10,350.00	46	\$ 8,740.00	145	\$ 23,925.00	98	\$ 14,210.00	221	\$ 32,045.00	190	\$ 26,600.00	745	\$ 115,870.00	\$ 37,878.00	\$ 29,920.00	\$ 55,720.00	\$ 123,518.00	737	\$ 239,388.00
OTHER DIRECT COSTS @ 3% (2)																					\$ 5,984.70
TOTAL DESIGN FEE (1)+(2)		45	\$ 10,350.00	46	\$ 8,740.00	145	\$ 23,925.00	98	\$ 14,210.00	221	\$ 32,045.00	190	\$ 26,600.00	745	\$ 115,870.00	\$ 37,878.00	\$ 29,920.00	\$ 55,720.00	\$ 123,518.00	737	\$ 245,372.70

- Additional Services shall be computed at the actual hourly rates listed above
- If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the Consultant's actual hourly rates included in table above. The Consultant shall notify the City prior to utilizing services from consultants not stated within this Agreement. Owner shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

1.1.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence \$2,000,000 completed operations, and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

1.1.2.2 Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto", or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

1.1.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.2.3 Professional Liability (Errors & Omissions): Professional Liability (or Errors & Omissions) insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

1.1.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

Commercial General Liability.

(A) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(B) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Automobile Liability.

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Professional Liability (Errors & Omissions).

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

Workers' Compensation and Employers Liability.

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: Required insurance policies shall be endorsed to include a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right

of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers and shall require similar written express waivers and insurance clauses from each of its subconsultants.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Subcontractor and Subconsultant Insurance Requirements. Consultant shall not allow any of its architects, engineers, experts or other consultants/subconsultants to commence work on any subcontract relating to this Agreement until Consultant has received satisfactory evidence of such subcontractor's or subconsultant's compliance with the insurance required under this Section. The Consultant shall provide satisfactory evidence of compliance with this Section upon request of the City. If requested by Consultant, City may approve different

scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the City, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section. All policies of Commercial General Liability insurance provided by Consultant's subcontractors or subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents, and volunteers as additional insureds using endorsement forms ISO CG 20 38 04 13 and CG 20 40 12 19 or endorsements providing equivalent coverage.