

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9TH day of July, 2024, 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 Kreuzer Consulting Group, a partnership with one or more design professionals licensed to practice in the State of California and with its principal place of business at 18872 MacArthur BLvd, Suite 210, Irvine, CA 92612 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Civil Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Civil Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Civil Engineering Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Civil Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10th, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. 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. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel 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 personnel for performance of this Agreement are as follows: Rick Kreuzer.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rick Kreuzer, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. 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 in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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. Any employee of the Consultant or its sub-consultants 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 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.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If 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, directors, officers, employees, agents, and volunteers 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.

3.2.10 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 employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 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.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall 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 storm water; 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 storm water discharges.

3.2.12.3 Not used.

3.2.12.4 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 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 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 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice 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 invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" 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.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "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 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 officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 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, the 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. 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 three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. 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.

3.6.1.4 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:	Kreuzer Consulting Group 18872 MacArthur Blvd, Ste 210 Irvine, CA 92612 ATTN: Rick Kreuzer, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

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.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed 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 prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 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 costs of such action.

3.6.5 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.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. 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. For the term of this Agreement, no member, 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.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

3.6.19 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.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work 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 all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

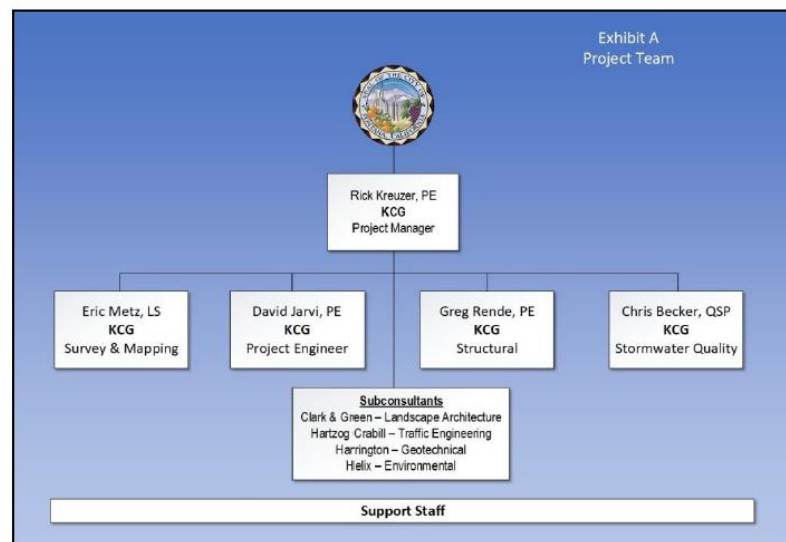
EXHIBIT "A"

SCOPE OF SERVICES

Consultant agrees to perform General Civil Engineer Services at as needed basis for various duties assigned by the Public Works Director. General Civil Engineering Services will include the following:

1. Prepare plans and specifications, design calculations, analyses and project design schedules as required by the conditions on the project.
2. Prepare plans and specifications in accordance with City standard plans and specifications.
3. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
4. Tasks include feasibility studies, design and design services during construction. Prepare preliminary and final design for projects such as, but not limited to:
 - Driveways and parking lots
 - Roadways
 - Site grading, drainage and paving improvements
 - Slope stabilization
 - Site development
 - Storm drain systems
 - Pedestrian access
 - Retaining structures
 - Non-retaining walls and fences
5. Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addenda that may be required.
6. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
7. Permits: Assist the City in obtaining approvals (and environmental permits as may be required) from applicable agencies including County of Los Angeles, Metropolitan Water District, neighboring cities and CALTRANS at the discretion of City Staff.
8. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
 - Initial Study
 - Mitigated Negative Declaration
 - Negative Declaration
 - CEQA/NEPA compliance
 - Environmental Impact Statement/Environmental Impact Report
 - Biological assessment
 - Regulatory agency permitting
9. Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
10. Assist the City with processing grant applications and administration of awarded grants.
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.

14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
- A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task ("**Task Budget**");
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
 - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

Task 1.0 – Project Management, Administration and Meetings

Overview / Approach: The ultimate success of a project depends on basically two main elements. One, technical execution of the design. For the most part, all of the proposing firms for this project can display their credentials in this area or they would probably not be proposing. The second, and most important, element for success is effective project management. There is no doubt that all proposing firms will also tout their abilities to effectively “manage” a project. Unfortunately, many firms believe if they stay somewhat on schedule and submit their invoices on time they have been “effective” managers. We at KCG do not subscribe to this. Our core business philosophy is centered around effective management of all of our projects with the goal of making our clients job easier. The cornerstone goal of this philosophy is to “get out and stay out in front of the issues” on each and every project. We feel very strongly that our clients hire us for an assignment it is our obligation to bring it to a successful completion without having our hands held or being reliant on City staff to do our job for us.

Scope of Work: Under this task, KCG will perform all management related duties required for successful completion of the project. Included in this effort will be our attendance at all meetings required to successfully complete the project including a kick off meeting, monthly meetings and any others required. Our scope and corresponding fee does not limit the number of meetings we will attend... if needed, we will be there. We will prepare agendas and follow up minutes for these meetings as appropriate. The KCG team will also attend City Council meetings as requested by staff and will prepare presentation material in the form of PowerPoint presentations and other materials as needed.

Task 2.0 – Collect Record Information

Overview / Approach: All projects start with the collection of existing project data. It is important to complete a thorough and comprehensive data search at the beginning of each project.

Scope of Work: This task involves collecting all project record information including, but not necessarily limited to, the following:

- Assessor’s Parcel Maps
- Utility Record Drawings (see Task 3.0)
- Right of Way Record Maps
- As-Built Drawings
- Centerline Intersection Ties
- City Property Ownership Maps
- In-Progress Drawings

Task 3.0 – Utility Research and Coordination

Overview / Approach: Utility coordination is an element that, if not properly addressed and managed, can significantly effect a project schedule and budget. This work task is much more than gathering record drawings and plotting them on the plans. The success of this task is proactively managing the relationship with all utility agencies involved. It certainly requires the establishment of the existing location of utilities as a first step but the real key is identifying the impacts to these facilities early on in the design process and coordinating proactively with the affected agency staff/service planners to mitigate those impacts and facilitate needed relocations. Overlooking or addressing utility impacts late in the design process usually results in negative schedule impacts during construction.

In general, utilities and their relocations are “integral” to the design process and their representatives must be part of this process from the beginning to the completion of the project design. If not, the City will more than likely pay the price during construction for unanticipated delays. KCG understands the importance of this project element and will insure that all potential utility impacts are identified early on and proactively managed throughout the design process.

Scope of Work: Utility coordination will be ongoing throughout the duration of the project. The utility research and coordination efforts on the project will consist of the following:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map (Task 6.0)
- 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.
- Establish vertical location of key existing utilities by survey (see Task 4.0) or by potholing (see below).
- 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. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with all KCG submittals on the project. All correspondence to utility companies will be sent via certified mail and will be copied to the City of Signal Hill.
- Conduct utility potholing, as required, to facilitate the project design.

Task 4.0 – Field Survey

Overview / Approach: Horizontal and vertical control will be established as the first order of business in order to initiate the Aerial Mapping for the project (Task 5.0). From there, field survey work will be conducted.

Scope of Work: This task involves all ground survey required to supplement the aerial topographic mapping (Task 5.0) and to facilitate the final design of the project improvements, summarized as follows:

- Cross Sections at 25' intervals with intermediate shots along gutter flow line and all other areas where low points are visibly observed.
- Locations and elevations of all site features (utilities, walls, curbs, pedestals, etc.) within and beyond (as needed) the proposed street right of way. This data will be compiled into a data base depicting the centerline station and offset for each feature along with its vertical location.
- A 10' intersection grid for project intersections.
- Vertical elevations (rim and invert) of all sewer manholes, storm drain manholes, junction structures and catch basins.
- Detailed offsite surveys of private property and alleys to facilitate the design of joins to existing improvements.
- Additional topography/elevations on side streets, as required.

Task 5.0 – Aerial Topographic Mapping

Scope of Work: Aerial topographic mapping will be completed at a scale of 1"=20' for the project limits. The mapping limits will extend a minimum of 400' outside the existing roadway right of way.

Task 6.0 – Base Mapping

Overview / Approach: The approach to this task involves the blending of all project data into an accurate base map for the project. Aerial topographic mapping will be downloaded into KCG's CADD system. All record information gathered under Task 2.0 will be added. All existing utility information obtained under Task 3.0 will be plotted and then cross checked verified and/or updated with the detailed field survey obtained under Task 4.0. The final step will be to field verify the accuracy (and update as necessary) by walking the job and insuring that all physical site features and conditions are reflected accurately.

Scope of Work: Aerial topographic mapping (Task 5.0) will be downloaded into KCG's system. Utilizing information obtained under Tasks 2.0, 3.0 and 4.0. KCG will add all existing site features such as property lines, street right of way lines, underground utilities and other surface features not depicted on the aerial mapping. Accurate project base mapping will be insured via field verification by the Project Manager.

Task 7.0 – Precise Alignment

Overview/Approach: The objective of the Precise Alignment is to prepare a series of alignment alternatives which will lead to a City approved preferred alternative before proceeding forward with final construction drawings.

Scope of Work: KCG will prepare multiple alignment plans at a scale of 1"=20' for the City's consideration. Ideas for cost savings and alignment "optimization" will be incorporated into these plans. Each alignment will be accompanied by a corresponding construction cost estimate. A brief narrative on the pros and cons of the various alignments will also be submitted to the City for their consideration.

Each of the alignment plans will depict all horizontal control in the form of stations/offsets and curve data for the proposed street centerline, parkway curbs and median islands. All required utility relocations will be tagged and called out. Bus stops/bays will be shown. All properties will be identified with an APN #, address and current

ownership. This task will culminate with the City's selection of a preferred alignment and their approval to proceed with the balance of the engineering design and right-of-way acquisition activities.

Task 8.0 – Landscape Concept Plan

Overview/Approach: The Landscape Concept Plan will accompany the Precise Alignment Plan. Once approved, these plans will form the basis for the final design of all project improvements.

Scope of Work: Our team will develop alternative conceptual design schematics and cross sections of potential streetscape improvements. These Conceptual Plan alternatives will be prepared at a scale of 1"=20' scale and will include enlarged graphics of landscape treatments within key project areas at 1"=10' scale. The alternatives will seek to utilize plant material in consultation with City Staff to insure the most sustainable and appropriate final plant palette. Photo imagery boards will also be prepared to illustrate the concepts and proposed plant material.

Task 9.0 – Pavement and Soils Materials Report

Scope of Work: To address the key issues discussed above as well as provide the customary design criteria in support of the roadway widening and underground utility improvements, the following work elements will be required:

- Research existing geotechnical data.
- Prepare traffic control plans and process for City approval.
- Perform field work consisting of pavement deflection, shallow corings (roadway) and deep corings (storm drain).
- Analyze field data.
- Prepare Geotechnical Report providing recommendations for the following:
 - Allowable temporary excavations
 - Bedding and pipe zone materials specifications and compaction requirements including the potential reuse of onsite soils
 - Shoring system design parameters including active and passive earth pressures and surcharge loads from traffic or adjacent structures
 - Trench zone backfill material specifications and compaction requirements including the potential reuse of onsite soils
 - Methods to address anticipated construction difficulties such as running sands or oversized materials
 - Ground preparation of subgrade soils at pipe invert
 - Parameters for determining "D" loads on rigid pipes including the soil density, correction coefficient (C_w), load factor (L_f), and surcharging from traffic live loads
 - Requirements for control of groundwater and/or dewatering if deemed necessary
 - Mitigation of corrosion potential due to deleterious substances contain in the soil or groundwater

Task 10.0 – Hydrology and Hydraulic Report

Scope of Work: The methodology KCG will implement to complete the hydrology and hydraulic report for the project will consist of the following steps:

- Step 1** Conduct a thorough field review to verify drainage boundaries.
- Step 2** Prepare a hydrology map for the existing drainage condition. Hydrology calculations will be prepared for a 10 and 25 year storm event using AES-RATOC software. Flows will be shown at major confluence locations.
- Step 3** Prepare preliminary layout of proposed drainage system improvements, including proposed catch basin locations.
- Step 4** Prepare a hydrology map for the proposed drainage system identified under Step 3. Complete hydrology calculations (10 and 25 year) including catch basin/inlet hydrology.
- Step 5** Complete mainline and catch basin hydraulic calculations to determine if the proposed system improvements satisfy City street flooded width criteria.

Step 6 Modify the proposed system improvements, as required, and complete steps 3 through 5, until the hydraulic criteria are satisfied.

The result of Task 10 will be a Hydrology and Hydraulics Report which will be formatted as follows:

1.0	INTRODUCTION
2.0	STUDY OBJECTIVE
3.0	METHODOLOGY
4.0	EXISTING CONDITIONS
5.0	PROPOSED IMPROVEMENTS
<i>Appendix A:</i>	<i>Existing System Hydrology Map and Calculations</i>
<i>Appendix B:</i>	<i>Proposed System Hydrology Map and Calculations</i>
<i>Appendix C:</i>	<i>Proposed System Hydraulic Calculations</i>
<i>Appendix D:</i>	<i>Proposed System Catch Basin Sizing and Street Flooded Width Calculations</i>

Task 11.0 – Right of Way Documents

Scope of Work: Based upon the approved Precise Alignment Plan, KCG will prepare legal descriptions and plats for all affected parcels including needed Temporary Construction Easements. The TCE's will take into account all proposed private property improvements required as a result of the street widening. Also as part of this task, KCG will provide all needed exhibits plans, sketches and power point presentations, as requested by the City, to facilitate the acquisition of all property required to construct the project.

Task 12.0 – Final Plans, Specifications and Estimates (PS&E)

Scope of Work: Plans will be prepared by KCG using AutoCAD and will conform to the content and format requirements of the City of Signal Hill. We envision the following plan set for this "sample project" will be developed:

Description	Sheets	Scale	Description	Sheets	Scale
Title Sheet	1	NTS	Drainage Details	2	NTS
Typical Sections	2	NTS	Landscape Plans	5	1"=20'
Details	2	NTS	Irrigation Plans	5	1"=20'
Roadway Plans	5	1"=20'	Landscape & Irrigation Details	2	NTS
Roadway Profiles	5	1"=20'H;1"=2'V	Signing and Striping Plans	2	1"=40' dbl. plan
Intersection Grids	2	1"=10'	Traffic Signal Plans	2	1"=20'
Offsite Improvement Plans	5	1"=10'	Traffic Signal Interconnect Plans	3	1"=40' dbl. plan
Sound Wall Plan & Profile	5	1"=20'H;1"=2'V	Traffic Control Plans	6	1"=40' dbl. plan
Sound Wall Details	4	NTS	SUBTOTAL	68	SHEETS
Drainage Plans	5	1"=20'H;1"=2'V	Street Light Plan	2	1"=40' (base only)
Drainage Profiles	5	1"=20'H;1"=2'V	Cross Sections	30	1"=10'H;1"=1'V
			TOTAL	100	SHEETS

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.

Plans will first be submitted at the 60% completion level. Subsequent to the 60% submittal, KCG will submit PS&E deliverables at the 90% and 100% completion levels. We will provide all deliverables and all required electronic files for each of these submittals.

Task 13.0 – Permits

Overview / Approach: Permitting, much like utility coordination, if not properly managed, can result in significant impacts on the overall project implementation.

Scope of Work: KCG will establish early communication with and maintain close coordination with all involved permitting agencies on the project. KCG will prepare and process all necessary materials required to obtain the needed permits for the project construction.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.



EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: July 10, 2024 – June 30, 2027

<i>Office Personnel:</i>	
Typists, Word Processors	\$50
Technician.....	\$75
Design Engineer / CADD.....	\$125
Project Engineer.....	\$150
Principal / Project Manager.....	\$220
<i>Support & Miscellaneous Costs:</i>	
Copies – Black & White	\$0.10/pg.
Copies – Color	\$0.50/pg.
Plotting – Black & White.....	\$2.00/ft ²
Plotting – Color.....	\$4.00/ft ²
Two-Man Survey Party, including Truck and Equipment.....	\$215
Three-Man Survey Party, including Truck and Equipment.....	\$255

Additional Consultants

Hartzog & Crabill Consulting Engineers			
Expert Witness/Deposition	\$300	Principal Engineer / Geologist.....	\$207
Litigation Consultation	\$270	Senior Engineer / Geologist.....	\$161
Two-Person Survey Crew	\$270	Supervisor	\$103
Litigation Field Evaluation	\$245	Geotechnical Aide	\$97
Principal Consultant.....	\$190	Senior Technician (Soil, Concrete, Asphalt Concrete)	\$102
Project Manager.....	\$185	Technician (Soil, Concrete, Asphalt Concrete)	\$97
Registered Land Surveyor	\$175	Special Inspector (Grading)	\$121
Senior Engineer.....	\$170	Special Inspector (Building Construction)	\$97
Storm Water Permit Compliance Engineer.....	\$160	Draftsperson	\$79
Associate Engineer.....	\$160	Administrative Assistant	\$92
Construction Manager.....	\$150		
Traffic Signal System Supervisor	\$150		
Assistant Engineer	\$135		
Draftsperson.....	\$115		
Technician.....	\$100		
Word Processor	\$85		
Clerical.....	\$70		
Helix Environmental Environmental			
Principal Planner/ Principal Biologist.....	\$325	Principal.....	\$230
Sr. Project Manager 3/ Sr. Specialist 3.....	\$290	Project Director/Senior Associate.....	\$170
Sr. Project Manager 2/ Sr. Specialist 2.....	\$255	Senior Project Manager	\$155
Sr. Project Manager 1/ Sr. Specialist 1.....	\$215	Project Manager.....	\$110
Env. Project Manager 3/ Specialist 5.....	\$190	Design Draftsperson.....	\$95
Env. Project Manager 2/ Specialist 4.....	\$180	Draftsperson.....	\$80
Env. Project Manager 1/ Specialist 3.....	\$165	Senior Clerical	\$70
Env. Planner 2/ Specialist 2/ Operations Manager	\$145	Clerical	\$50
Env. Planner/ Specialist 1.....	\$135		
Office Assistant/ Word Processor/ Archaeology Monitor.....	\$105		

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher.

Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 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.

3.2.11.2 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, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term 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.

(A) 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 \$1,000,000 per occurrence and no less than \$2,000,000 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.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), 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. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.***]**

(C) 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.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance 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 three (3) years from termination or expiration of this Agreement.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. 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 three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 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:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) 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. For all policies of Commercial General Liability insurance, 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.

(2) 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) Automobile Liability:

(C) 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.

3.2.11.4 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.

3.2.11.5 Workers' Compensation:

(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: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 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.

3.2.11.7 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.11.10 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.

3.2.11.11 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.

3.2.11.12 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.

3.2.11.13 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.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's 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 form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.