

CITY OF SIGNAL HILL
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of October, 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 **Kitchell/CEM, Incorporated**, a California Corporation with its principal place of business at 1149 S Hill Street, Suite H425, Los Angeles, CA 90015 ("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 Construction Management 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 Construction Management 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 **Construction Management** consulting services for the **City of Signal Hill Amphitheater Project** ("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 construction management 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.

3.1.2 Term. The term of this Agreement shall be for a term of 12 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 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: Jeremy Judd, Gustavo Ripalda, Parth Patel.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Public Works Director/City Engineer, 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 Geoff Bachanas, President, 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 Compliance with NPDES and Construction General Permit. Municipal NPDES Permit compliance: The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect. For projects subject to the Construction General Permit (Order No. 2022-0057-DWQ), the contractor shall read, understand, and implement all the requirements of the Permit, as it relates to this project.

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 **Four Hundred Twenty-Nine Thousand Four Hundred and Fifty-Four Dollars (\$429,454)** 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: **Kitchell/CEM, Incorporated**
1149 S Hill Street, Suite H425
Los Angeles, CA 90015
ATTN: Geoff Bachanas, 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.

3.6.2 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 Orange 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

Kitchell/CEM, Incorporated

By: _____
Carlo Tomaino
City Manager

By: _____
Geoff Bachanas
President

ATTEST:

By: _____
Tina Knapp
Assistant City Clerk

By: _____
[**INSERT SECONDARY NAME**],
[**INSERT SECONDARY TITLE**]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICE

The Respondent shall provide professional construction management services including but limited to a full-time construction manager, project quality control, CPM schedule management, utility coordination, coordination with inspection and material testing firms (these scopes are contracted separately through City on-call contracts) and general contract administration services during construction. Work shall be performed in accordance with applicable City of Signal Hill and Los Angeles County standards of practice.

The Construction Manager (CM) will serve as the City's representative and liaison with the City Project Manager and Project Management Team that may include the Director of Public Works, City Manager, City Attorney, City Engineer, and project architect. The CM will also be the City's representative to administer the construction contract during the construction of the project. Construction management services shall include are delineated below:

In the case of any scope that is in direct conflict between the scope of services outlined in Exhibit A and those outlined in the proposal, the scope of services in Exhibit A will prevail.

a. Construction Management Services:

i. GENERAL REQUIREMENTS:

1. Arrange and conduct pre-construction meeting, inviting general contractor and project stakeholders. Prepare minutes of pre-construction meeting for distribution to all attendees.
2. Provide and maintain (one) 1 full-time construction manager to administer and manage construction contract. As outlined in the proposal, provide a project director for support on the project, hours as assigned in the cost proposal.
3. Maintain an on-site office space or trailer for the duration of the project.
4. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
5. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
6. Provide weekly status report to the City on the progress of the contractor, key milestones, and financial expenditures.
7. Process and approve contractor's submittals for City staff and process project design consultant's review and approval.
8. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
9. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
10. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
11. Review contractor submittals for extra or unforeseen work. Review potential Construction Change Orders (CCO) for accuracy and provide recommendation(s) to the Utilities Manager for proper course of action and processing of CCO's.
12. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify

variances between actual and estimated costs and report such variances to City at regular intervals.

13. Assist City in coordinating services of other consultants (materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
14. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
15. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
16. Track quantities of work completed for progress payments. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
17. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
18. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
19. Comply with local, federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
20. Maintain a complete project filing system. It is preferred that the filing system or software be readily accessible via digital means to the City Public Works Department.

ii. SPECIFIC REQUIREMENTS

As directed by the City, the Construction Manager will manage and oversee the City's Contractor(s), coordinate with the City's consultants, utility companies and other jurisdictional agencies as necessary and required to ensure projects constructed for the City are of high quality and integrity, and such projects move forward in a timely and fiscally prudent manner, and will provide support throughout the project's construction phase.

1.1 Basic Services

Construction management is the discipline of planning, organizing, securing and managing resources to achieve specific goals as defined by the project specifications. The primary responsibility of the Consultant Construction Manager is to achieve all of the project goals and objectives while honoring the project's constraints. Primary constraints for a project can be identified as scope, time, and budget. The following services will be required of a qualified, professional Construction Manager on an "as needed" basis for assigned projects:

- 1.1.1 Represent the City and its interests in all negotiations, meetings, community outreach and related activities during all phases of the Project.
- 1.1.2 Monitor project performance and coordinate project meetings with City staff and consultant design team to ensure compliance with the

City's design and construction standards, project schedules and project budgets.

- - 1.1.3 Monitor overall project schedules and track all schedule deviations.
 - 1.1.4 Identify, prepare, recommend and monitor any required changes to contract(s).
 - 1.1.5 Manage issues related to the project including insurance, bonds, certified payroll, pay application, retainage, warranty, and grant accounting, and provide other situational resolutions as they may occur.
 - 1.1.6 Maintain orderly and comprehensive records, documentation, design data, drawings, correspondence, etc. pertaining to project.
 - 1.1.7 Ensure project accounting and reporting procedures can support informational needs as requested by the City Departments.
 - 1.1.8 Upon project completion, ensure all close-out procedures, reporting requirements, and records keeping are promptly met.
 - 1.1.9 Other duties as necessary and assigned.
- - 1.1.10 Project Control System – The CM shall set up, host, backup, and maintain the project control systems for tracking and reporting project progress. The hosted system should include enough licenses to allow efficient access for members of the CM, design team, the City's PM and contractor's staff. The project control system shall include for documenting, tracking and reporting on budgets, schedules, correspondence, permits, review comments, meeting minutes, consultant and contractor invoices, RFI's, change orders, submittals and daily inspection reports. This system shall also be utilized to track progress through all phases of construction.
- The CM should have experience using the specified project control systems. The CM shall be prepared to demonstrate the systems capabilities, ease of use and successful use on similar projects. The approval of the proposed project controls systems will at the sole discretion of the City.

Every piece of correspondence produced during the construction phase of the project shall be stamped with a unique identification number, scanned, logged and electronically linked to a database record for easy retrieval and distribution. The City will consider an entirely paperless system if proposed, discussed and approved in advance of the start of construction.

 - 1.1.11 Establish a Submittals List – The CM shall review and develop a log of all required submittals. Numbers will be assigned to each submittal as well as an estimate of long lead items. The submittals list will be given to the contractor during the Preconstruction Meeting

for use during the Construction Phase. Required submittals will be tracked and logged on a regular basis in Contract Manager.

1.1.12 Jurisdictional Project Coordination – The CM will report directly to the City's Project Management team on all project activities and coordinate with the appropriate jurisdictional agencies including other Departments, outside agencies, utility companies and others as follows:

- City Attorney's Office (as requested)
 - Miscellaneous legal matters
- City Council's Office (as requested)
 - Presentations as directed by City Staff
 - Provide information and respond to citizen and business concerns brought directly to the attention of the Project Manager or City Council (if needed).
- Financial Management
 - Ensure timely processing of consultant and contractor invoices
 - Ensure timely processing of City invoices for reimbursement by any outside funding agencies
- Fire Department
 - Coordinate the relocation of fire lines, hydrants, emergency access, etc. in compliance with local officials
 - Obtain Fire Dept. approval of all deferred design plans and specifications (if required).
- Gas & Oil Department
 - Coordinate relocation of existing gas lines and new service requirements (if needed).
 - Obtain Gas & Oil Dept. approval of all design plans and specifications (if required).
- Police Department
 - Review security and emergency access issues as needed
 - Coordinate impacts to traffic and communicate timelines and impacts to all nearby stakeholders.
- Department of Public Works

- Obtain all traffic, engineering, surveying and inspection project design criteria from the appropriate sources and distribute to the design team.
 - Obtain approval of all final changer orders, plans and specifications from traffic, engineering, surveying and inspection.
- Planning & Building Department
 - Assist the contractor with pulling permits
 - Coordinate scheduling of Building Dept. Inspectors when required
 - Document inspection visits and inspection results
 - Keep copies of signed cards until all inspections are complete
 - Assist the Contractor with application for Certificate of Occupancy
- Water & Sewer
 - Coordinate the relocation/termination/abandonment of existing water and wastewater services and assist in determining new service requirements, if any
 - Obtain approval on all plans and specifications for new services if required
- Power
 - Assist the Contractor with SCE coordination for the installation of duct banks, pulling cable, making terminations, testing, and energizing.
- Cable TV
 - Coordinate with the local cable company and Contractor in the construction of fiber optic or cable services around the site if required.
 - Assist Cable TV in the procurement of utility excavation permits through the Public Works Department if needed.

1.1.13 Review Project Schedules – The CM shall be extremely experienced in the use and review of cost loaded and resource loaded CPM schedules. The CM will evaluate the Contractor's project schedule for the following:

- Accurate start dates, completion dates, other dates detailed in the contract
- Proper cost loading and resource loading if required
- Sufficient detail

- Sequence of construction
- Potential impacts to other City operations and public
- Review of logic and sequence of construction
- Review of time impact analysis

1.1.14 Review Schedule of Values and Costs Submitted by the General Contractor - Review schedule of values and check for the following:

- Unbalanced items
- Ensure that all items are quantifiable and can be verified for progress payment and auditing purposes
- Clarify work included in each scheduled item

1.1.15 Ensure the General Contractor has a Clear Understanding of Project Requirements - Review in detail with the General Contractor's project manager the following:

- Contractual, physical and operational constraints
- Critical milestones and Initial 4 week look ahead schedules
- RFI, RFQ and Submittal Procedures
- Required documentation
- Progress payment procedures
- Permit requirements
- City operational procedures, security and priorities

1.1.16 Pre-Construction Meeting - The CM will schedule and conduct a Pre-Construction meeting with the Contractor. The City and A/E team will be invited to participate in the meeting. In the meeting all contract General Conditions and other contract requirements will be reviewed. At the meeting the Schedule of Values, Initial Baseline Schedule and other critical submittals will be due.

1.1.17 Coordinate and Establish CM Facilities On Site - Discuss with the City and operational staff areas that would least impact existing City and tenant operations (if any) and provide the best vantage point for management of the project. Discuss with the Contractor contractual requirement concerning field facilities and coordinate delivery of such items. Once in place, the CM and Inspection staff will mobilize on site and commence Construction Management tasks in the scope of work.

1.1.18 Assist Contractor in Establishing Facilities On-Site - Meet with the Contractor before mobilization to determine the best location for field facilities. Coordinate a suitable location with approval from the City Staff.

1.1.19 Schedule and Conduct Field Meetings - The following meetings will be held on site:

- Monthly Progress Meetings with the City and Quality Assurance (QA) inspection staff to discuss all data included in the monthly progress reports. Discussions will focus on the following items:
 - Progress during the period
 - Major decisions made
 - Planned vs. actual schedule
 - Upcoming work schedule
 - Current or unresolved problems
 - Anticipated or pending change orders
 - Impacts of problems or change orders on schedule & budget
 - Discussion of new goals
 - Planned vs. actual budget analysis
- Weekly Progress Meetings will be mandatory for the A&E firm general contractor and inspection staff. These meetings will be optional or on an as needed basis for involved agencies, local businesses and residents. All parties are always invited to attend. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:
 - Comments on last meetings minutes
 - Contractor presents a detailed 4 week schedule
 - Progress during the last week
 - Major decisions made since last meeting
 - Update of unresolved items from previous meetings
 - Status of submittals
 - Review Contractor's Statement of Working Days
- Special meetings will be scheduled on an as needed basis to discuss issues that become urgent or which require detailed discussion or review of plans and specifications. If issues are not urgent these meetings are usually scheduled right after the weekly meeting to reduce the number of trips to the site for team members.

1.1.20 Review Contractor Submittals - Based on the approved submittal log the CM will review all contractor submittals for completeness and conformance with the specifications. Submittals requiring the approval of the City or Architect will be forwarded for review and approval. Review of typical contractor submittals will include but not be limited to:

- Material Certifications

- Phasing plans
- Equipment and material shop drawings
- Material substitution requests

1.1.21 Verify and Process Contractor's Monthly Payment Requests - Upon submittal of the contractor's monthly invoice, the CM will verify work performed during that period and compare it against the approved schedule of values and CPM schedule. The CM will resolve discrepancies with the Contractor and once verified and agreed upon will process the payment application through the City process.

1.1.22 Issue Written Field Orders - In specific instances when field conditions are identified that indicate a need for the contractor to vary from the plans and specifications, the CM shall perform a field investigation of the issues and identify solutions. The CM shall then contact the City's PM and discuss the situation and make recommendations. Upon direction from the City's PM, the CM will issue written field orders to the Contractor outlining what changes to make and outline how those changes will be paid for. The CM will then follow up this procedure by processing a formal change order for approval.

1.1.23 Process and Track Change Orders - In conjunction with and approval of the City's PM, the CM will process all change orders through the City's approved process. Prior to the submittal of a change order request the CM will:

- Review the contractor's request by verifying that the plans and specifications did not include this work in the original scope of work
- Review the contractor's cost estimate and perform an independent cost estimate for the changed work
- Evaluate any claimed impact to the project schedule and budget
- Negotiate and/or clarify scope and price quotes
- Discuss all findings with the City's PM and make recommendations
- Process all appropriate change orders through the City's process

1.1.24 Coordination with Others - The CM shall coordinate the Contractor's activities with local utility companies and other City consultants and contractors as necessary to complete all work. The CM will conduct special meetings when necessary to ensure that the contractor and utilities and other companies understand each party's scope of work and schedule. The CM shall coordinate and resolve any conflicts.

- 1.1.25 Initiate and Maintain Photo Documentation Procedures - Photo documentation is very important to record progress on site. Photo documentation will be done regularly from agreed upon vantage points throughout the project site to establish a progress history. The CM will issued digital cameras to field staff in order to take photographs on an as needed basis to document daily activities, deficiencies, irregularities and as-built conditions. All digital photographs shall be logged and placed in an electronic photo album software package to be approved by the City.
- 1.1.26 Initiate and Maintain All Tracking Control Procedures - All tracking control and documentation procedures above will be initiated and maintained. Before implementation each procedure will be presented and reviewed by the City and modified to fit City criteria, if required.
- 1.1.27 Initiate and Maintain All Reporting Procedures - Prepare Monthly Progress Reports to be submitted to the City, and other agencies as required, at the beginning of each month. Data to be included in the report is as follows:
- Report of significant events and accomplished goals
 - Description of progress with photos to enhance the descriptions
 - A comparison of Actual vs. Planned Progress, in narrative form as well as bar graph form
 - The latest detailed 4 Week Look Ahead Schedule submitted by the Contractor and reviewed by the CM
 - Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
 - An analysis of change order impacts or potential problems on schedule and budget
 - A discussion of new short- and long-term goals for the project
 - A comparison of Actual vs. Planned budget expenditures
 - Change order status log
 - Report of progress payments made to date and invoices in process
 - Labor Compliance Reports for all Contractor and Subcontractor employees (if required)
- 1.1.28 Coordinate QA/QC and Inspection Activities – The CM will coordinate with the lead inspector who will report to both the CM and the City's Public Works Department. The City will contract separately with a materials testing and inspection company to provide special

inspections and all required materials testing. The CM shall coordinate the activities of the City's lead inspector and materials testing and inspection company. The Contractor's activities, material deliveries, equipment and work force will be tracked on a daily basis and reviewed for compliance with the approved plans and specifications. The CM will coordinate and set up meetings or other activities as necessary to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The CM will coordinate the scheduling of Building Department Inspectors and track visits, approvals and deficiencies from the start of construction through issuance of the Certificate of Occupancy.

1.1.29 Review As-built Plans and Prepare As-built Reports - The CM will always be aware of and document changed field conditions. The CM will not rely on the Contractor to document as-built conditions. Changes in field conditions will be reported and photographed as they occur by the Inspection Team. The CM will also keep a copy of the construction documents in his office specifically for documenting these as-built conditions. The CM will review the Contractor's submittal of as-built conditions and compare this submittal to his own documentation. Discrepancies will be discussed, resolved and recorded.

1.1.30 Final Acceptance of Work - Upon substantial completion of the work, the CM will initiate the following procedures to assist the City and Architect to accept all work:

- Development of the Initial Punch List
- Continuous inspection of the punch list work until all items are completed
- Arrangement of final inspection by the City, other jurisdictional agencies and the Architect
- Arrangement and coordination of final commissioning of audio and visual system
- Per the updated cost proposal, provide final commissioning report of the following project systems: Project HVAC systems, Project electrical systems, Project Audio/Visual Systems, and Project lighting systems.
- Development of a Final Punch List if necessary
- Documentation of acceptance of work by the City

1.1.31 Close-Out – When the contract is nearing completion the CM will initiate Close-Out Procedures. These procedures involve the following tasks:

- Transmission to the City all required guarantees, warranties, operations manuals and all other documentation required by the contract
- Transmission to the City all keys, spare parts, additional material, maintenance material, complete CM files, videotaping and photo albums and as-built drawings
- Preparation and transmission of all required City documentation and paperwork for project compliance and reimbursement.
- Preparation of a Final Report or Letters summarizing the following items:
 - Progress report as described above from the last period though date of final acceptance
 - Overall project summary report addressing all issues required in the monthly progress reports
 - Suggestions for potential improvement in future projects
 - Final Commissioning Report.

1.1.32 Claims Management – The CM shall assist the City in the defense of claims. The CM shall document, analyze and compile information for the City related to the claim. The CM shall use issues tracking techniques in Contract Manager to quickly retrieve related documentation. During the construction process, the CM shall prepare a clear and defined paper trail to describe the chronology of events, describe the details and defend the City's position.

Should a claim arise during the course of construction, the CM will assist the City in determining liability, establishing cause, calculating damage, and effecting a settlement where possible by:

- Evaluating the adequacy of plans and specifications, comparing actual performance to contractual requirements.
- Clearly defining the issues and determining the responsible parties.
- Collecting, organizing, and evaluating factual information.
- Performing scheduling analysis to determine extent of delay utilizing the approved CPM schedule, frag-nets and periodic updates.
- Determining the excusable or compensable delays.
- Evaluating actions taken to mitigate damages.
- Reviewing cost estimates.
- Performing audits to determine actual costs.
- Maintaining records to allow for the compiling of appeal files.
- Participating in negotiations with the claimant.

EXHIBIT "B"
SCHEDULE OF SERVICES

The Consultant shall provide Schedule of services upon contract award and execution. All services shall be carried upon a Notice to Proceed in accordance with the scope of work, and as reviewed and approved by the City.

EXHIBIT "C" FEE SCHEDULE



TOGETHER, BUILDING VALUE EVERY DAY.



Client:		City of Signal Hill																				
Project:		Civic Center Master Plan - Auditorium Project																				
Version / Date:		V - 03 09/12/25																				
Anticipated Timeline			2025			2026										Hours	2025	2026	Total			
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	SUM	Rate	Rate	Fee		
PHASE	START	END																				
Construction Management	10/01/25	10/01/26	Construction Management																			
Closeout / NOC	11/01/26	12/01/26											Closeout									
PROJECT STAFF																						
Principal-In-Charge:	Jeremy Judd																		Included			
Project Director	Gustavo Ripalda		16	4	4	4	4	4	4	4	4	4	4	4			60	\$ 210	\$ 216	\$ 12,826.80		
Project/Construction Manager	Parth Patel		163	163	163	163	163	163	163	163	163	163	163	163	80	40	2076	\$ 175	\$ 180	\$ 371,631.75		
Estimating Support	Matt Chappell			4		4		4		4		4		4			24	\$ 180	\$ 185	\$ 4,428.00		
Scheduling Support	Rick Stassi		16	8		8		8		8		8					56	\$ 180	\$ 185	\$ 10,252.80		
Commissioning Services	EAS Team		4		16								60	40	20		156	\$ 180	\$ 185	\$ 28,814.40		
NTE Staff Fee per Month =			\$ 34,765	\$ 31,525	\$ 29,365	\$ 32,471	\$ 30,246	\$ 32,471	\$ 30,246	\$ 32,471	\$ 30,246	\$ 32,471	\$ 30,246	\$ 30,988	\$ 14,420	\$ 7,210	2216					
																						\$ 427,953.75

GCS / REIMBURSABLE ALLOWANCES (NTE)	Budget
Outside Reprographics	\$500
Postage / Shipping	\$500
Safety Supplies	\$500
NTE Reimbursable Fee Total =	\$1,500

OVERALL PROPOSED PROJECT FEE SUMMARY	
Staffing Fee	\$ 427,954
ALLOWANCES	\$1,500
TOTAL NOT-TO-EXCEED FEE	429,454

GENERAL NOTES:

1) Staffing plan and fee was developed based on the following items/factors:

- Assumes selected firm will provide our own onsite office (8'X20' trailer at \$1,000 per month with setup and removal charges included in estimate).
- Assumes Project/Construction Manager full-time for 12 months during construction and then winding down during closeout.
- Assumes a 3% annual rate increase starting at January 2026
- Assumes 1956 total working hours annually.
- We welcome the opportunity to discuss and review this initial proposed staffing plan with the City to ensure we fully understand the City's needs and expectations, and can align our staff accordingly.

(BB&K 2017)

Exhibit "C"-1

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EXHIBIT "C" FEE SCHEDULE

RATE SCHEDULE FOR SERVICES IN 2025 AND 2026



COMPENSATION OF SERVICES

Kitchell's philosophy for determining our compensation for services is driven by matching value to cost. In other words, we strive to provide the most appropriate complement of services and delivery methods to meet your objectives. Our primary goal is to align our understanding of the project success factors with your expectations. We typically structure our fees based with the consideration of scope, duration and delivery method. Our proposed hourly rates are fully burdened with employee benefits, statutory requirements, overhead and profit and associated material expenses. These rates are applicable to services requested on an individualized hourly billing basis.

We welcome the opportunity to meet with you to carefully evaluate our fee proposal to ensure our understanding of the scope aligns with your projects' expectations. If necessary, we will adjust the fee to ensure alignment with the client's expectations.

Kitchell Rates Include:

- » Employee salary & benefits
- » Employee phone & computer
- » Company's overhead & profit
- » 3% annual increase on January 1st of each year
- » Total fee includes rate escalation

REIMBURSABLES

Reimbursable expenses, when necessary to a project and approved by our client, are billed at actual cost plus 10% markup. Reimbursable costs vary from project to project. Following are categories of possible reimbursable expenses.

- » Office space, setup & utilities
- » Internet & software
- » Postal & delivery services
- » Office equipment
- » Document reproduction
- » Communications
- » Plans, prints & photographs
- » Travel outside the area
- » Any other cost not included in the rate
- » Subconsultant invoices

HOURLY RATES - 2025

Position/Role	Hourly Rate
Project Executive / Principal-in-Charge	\$250
Project Director	\$210
Sr. Project Manager	\$190
Project Manager	\$175
Sr. Project Engineer	\$155
Project Engineer	\$140
Architect/Engineer (Civil, Struct., Mech., Elec.)	\$190
Estimator / Scheduler	\$180
Commissioning Agent	\$180
Admin Assistant	\$110



COMPENSATION OF SERVICES

Kitchell Rates Include:

- » Employee salary & benefits
- » Employee phone & computer
- » Company's overhead & profit
- » 3% annual increase on January 1st of each year
- » Total fee includes rate escalation

REIMBURSABLES

Reimbursable expenses, when necessary to a project and approved by our client, are billed at actual cost plus 10% markup. Reimbursable costs vary from project to project. Following are categories of possible reimbursable expenses.

- » Office space, setup & utilities
- » Internet & software
- » Postal & delivery services
- » Office equipment
- » Document reproduction
- » Communications
- » Plans, prints & photographs
- » Travel outside the area
- » Any other cost not included in the rate
- » Subconsultant invoices

HOURLY RATES - 2026

Position/Role	Hourly Rate
Project Executive / Principal-in-Charge	\$258
Project Director	\$216
Sr. Project Manager	\$196
Project Manager	\$180
Sr. Project Engineer	\$160
Project Engineer	\$144
Architect/Engineer (Civil, Struct., Mech., Elec.)	\$196
Estimator / Scheduler	\$185
Commissioning Agent	\$185
Admin Assistant	\$113

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. 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).

(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.

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

(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.