

**CITY OF CORONA**  
**COST SHARING AGREEMENT**  
**FOR CORONA SOUTH MALL PARKING LOT IMPROVEMENTS**  
**(REST AREA, LLC)**

**1. PARTIES AND DATE.**

This Cost Sharing Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of April, 2023 ("Effective Date") by and between the City of Corona, a California municipal corporation ("City") and Rest Area, LLC, a California limited liability company ("Developer"). City and Developer are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1** City, Authority and Developer's predecessor in interest, Lab Holding, LLC, previously entered into that certain Disposition and Development Agreement (Corona Mall Property) dated May 17, 2017, as amended by that certain First Amendment to Disposition and Development Agreement dated May 15, 2019, and that certain Amendment No. 2A to Disposition and Development Agreement dated August 19, 2020 (collectively, the "DDA").

**2.2** The Developer currently owns approximately 0.46 acres of real property ("Developer Property") within the Corona South Mall generally located on the southeast corner of S. Main Street and E. Sixth Street in the City of Corona, California ("South Mall"). The Developer Property is subject to the DDA.

**2.3** The City currently owns approximately 1.05 acres of real property within the South Mall ("City Property"). City also owns the parking lot that serves the South Mall as depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Parking Lot"). All other real property within the South Mall is owned by other private entities.

**2.4** The Parties desire to prepare plans and specifications for the design of certain improvements to the Parking Lot, which may include repaving and restriping of the Parking Lot ("Parking Lot Improvements").

**2.5** The proposed Parking Lot Improvements will serve the Developer Property and the City Property, as well as other properties in the South Mall.

**2.6** The Parties desire to enter into this Agreement in order to share costs for preparation of plans and specifications for the Parking Lot Improvements ("Improvement Plans") and for the division of responsibilities between the City and the Developer ("Project").

**3. TERMS.**

**3.1 Term.** The term of this Agreement shall be from the Effective Date to the date of

completion of the Project, or the date all payments due under this Agreement have been made, whichever is later (“Term”). The Project shall be deemed complete when the Improvement Plans are reviewed and approved by City. This Agreement shall remain in effect during the Term, unless earlier terminated as provided for in Section 3.5.2 below.

**3.2 Developer's Responsibilities.** The Developer will undertake the following duties with respect to the Project:

3.2.1 Consultant Contract; Preparation of Improvement Plans. Within Thirty (30) calendar days of the Effective Date, Developer shall award and administer a contract to a consultant approved by the City (“Consultant Contract”) for the preparation of the Improvement Plans. Prior to the award of the Consultant Contract, Developer shall provide City seven (7) calendar days to review and approve the consultant’s proposal for the preparation of the Improvement Plans. The Improvement Plans shall be in accordance with Corona design standards, and all applicable legal, regulatory state and federal requirements and as described in Exhibit “B” attached hereto and incorporated herein by this reference. Developer shall ensure that the City’s comments or revisions concerning the Improvement Plans are incorporated into the final, signed version of the Improvement Plans. The Parties hereby acknowledge and agree that only Developer will have a contractual arrangement with the consultant that will prepare the Improvement Plans (“Consultant”) and, thus, Developer shall be solely responsible for fronting the payment of the Total Cost of the Project as described in Section 3.4, and any other compensation due under the Consultant Contract in excess of the City’s Maximum Fair Share (defined in Section 3.3.2), as well as managing performance of the consultant.

3.2.1.1 Consultant Contract Provisions. The Developer shall ensure that the following provisions are included in the Consultant Contract:

(A) Documents & Data. The City shall be granted 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, electronically or otherwise recorded or stored, which are prepared or caused to be prepared under the Consultant Contract (“Documents & Data”). Within thirty (30) days following the completion, suspension, abandonment or termination of the Consultant Contract, the Consultant shall provide reproducible copies of all Documents & Data to City in a form and amount required by City.

(B) Improvement Plans. The Consultant shall provide to the City at least five (5) hard copies of the final, signed Improvement Plans, as well as a digital version in both PDF and AutoCAD format.

(C) Insurance. Before Consultant commences any services under the Consultant Contract, the Consultant shall procure insurance coverages during the Term of this Agreement that adhere to the City’s required insurance provided in Exhibit "C", attached hereto and incorporated herein by reference. The Consultant shall furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments.

(D) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, 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, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance under the Consultant Contract, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of the Consultant Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

(E) Prevailing Wages. Consultant shall comply with the Prevailing Wage Laws, as set forth in Section 3.2.2 of this Agreement.

3.2.2 Prevailing Wages. Since the Project is part of an applicable "public works" project, as defined by Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), Developer shall fully comply with the Prevailing Wage Laws for the Consultant Contract. Developer shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, the Project would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor may engage in the performance of any public work contract unless registered with the DIR pursuant to Labor Code Section 1725.5. City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to develop the Project available to interested parties upon request, and shall post copies at Developer's principal place of business and at the Project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.3 Record of Costs. Developer shall keep an accurate accounting of the Total Costs for the Project and provide the City with a monthly and final accounting of the Total Costs. For purposes of this Agreement, the term "Total Costs" means, without limitation, all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, and design the Parking Lot Improvements and prepare the Improvement Plans.

3.2.4 Final Improvement Plans. Upon City's approval of the Improvement Plans, Developer shall cause a final version of the Improvement Plans to be prepared and signed by the Consultant or other professional who prepared the Improvement Plans. Developer shall provide five (5) hard copies of the final, signed Improvement Plans, as well as a digital version in both PDF and AutoCAD format.

**3.3 City's Responsibilities.** The City will undertake the following duties with respect to the Project:

3.3.1 Review of Improvement Plans. The City shall review the Improvement Plans and provide written comments, corrections and revisions to the Developer within the following time frames: 28 calendar days for first plan check; 14 calendar days for second plan check; and 7 calendar days for final plan check.

3.3.2 City's Maximum Fair Share. City shall pay up to Seventy-Seven Percent (77%) of the Total Costs of the Project up to a maximum amount of Ninety Thousand Dollars (\$90,000) ("City's Maximum Fair Share") as described in Section 3.4 below. The City's Maximum Fair Share is based upon the percentage of the total square footage of real property in the South Mall that is not owned by Developer.

**3.4 Cost Sharing.**

3.4.1 Invoicing. Upon receipt by Developer of each written invoice under the Consultant Contract for the amount due and owing for the applicable time period ("Progress Payment Invoice"), Developer shall submit a copy of the Progress Payment Invoice to City along with a summary invoice setting forth the calculation of the applicable amount due and owing by the City. Within thirty (30) days of its receipt of such invoice, City shall submit payment to the Developer in an amount equal to Seventy-Seven Percent (77%) of all approved charges thereon up to the City's Maximum Fair Share set forth in Section 3.3.2. If the City objects to any portion of the invoice, the City shall provide written notice to the Developer of its objection(s) within ten (10) days from its receipt of the invoice, and the City and Developer shall thereafter engage in good faith efforts to resolve such issue(s) through informal discussions.

3.4.2 Change Order Costs. The Developer shall submit to the City any contract change order that will increase the costs under the Consultant Contract. The City shall review such change order within three (3) business days of receipt. In the event the City disagrees with any change order, the Parties shall promptly meet and confer in order to resolve such concerns; provided, however, that ultimately the City shall have the final say and determination regarding whether to approve any change order in whole or in part. If the City approves a change order, the City shall pay Developer for Seventy-Seven Percent (77%) of the change order cost as such costs are invoiced in one or more Progress Payment Invoices up to the City's Maximum Fair Share.

3.4.3 Final Costs. Upon completion of the Project and receipt of the final Improvement Plans pursuant to Section 3.2.5 of this Agreement, the Developer will prepare and provide to the City a final written accounting of the Total Costs for the Project.

**3.5 General Provisions**

3.5.1 Party Representatives. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The Developer hereby designates Shaheen Sadeghi or his

or her designee, to act as its representative for the performance of this Agreement (“Developer’s Representative”). Developer’s Representative shall have full authority to represent and act on behalf of Developer for all purposes under this Agreement.

3.5.2 Termination. If any Party to this Agreement believes that any other Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement ("Default"), the Party alleging the Default shall provide written notice to the other Party(s), setting forth the nature of the alleged Default ("Default Notice"). Unless otherwise provided by a specific term of this Agreement, the Party(s) claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the Default Notice to completely cure such Default; and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If a Party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the Party alleging Default may then pursue any applicable legal and equitable remedies, including, but not limited to, termination of this Agreement as to the Party claimed to be in Default.

3.5.3 Indemnification. To the fullest extent permitted by law, each Party (“Indemnitor”) shall defend, indemnify and hold the other Party(s) and their directors, officials, officers, employees and agents (“Indemnitees”) 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, to the extent arising out of any alleged negligent acts, errors or omissions of the Indemnitor or its directors, officials, officers, employees, subcontractors, consultants or agents in connection with their performance under this Agreement, including, without limitation, the payment of all expert witness fees and attorney’s fees and other related costs and expenses. Indemnitor's duty to indemnify the Indemnitees shall not be restricted to insurance proceeds, if any, received by the Indemnitees, and shall survive expiration or termination of this Agreement as to any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury occurring or alleged to have occurred prior to its expiration or termination.

3.5.4 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties. None of the provisions contained in this Agreement, or any act of the Parties, shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize any of the Parties to act as the agent for another Party.

3.5.5 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:

**City:**

City of Corona  
755 Public Safety Way  
Corona, CA 92880  
Attn: DWP General Manager

**Developer:**

Rest Area, LLC  
709 Randolph Avenue  
Costa Mesa, CA 92626  
Attn: Shaheen Sadeghi

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.

3.5.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.9 Assignment or Transfer. No Party shall assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party(s). 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.

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

3.5.11 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 Parties any contractual rights by custom, estoppel or otherwise.

3.5.12 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.3.9, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.13 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.

3.5.14 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.

3.5.15 Attorney's Fees. If any Party commences an action against another Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party(s) in such litigation shall be entitled to have and recover from the losing Party(s) reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform under this 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.

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

3.5.18 Entire Agreement; Recitals. 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 all Parties. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

**CITY'S SIGNATURE PAGE FOR  
COST SHARING AGREEMENT  
FOR CORONA SOUTH MALL PARKING LOT IMPROVEMENTS**

**CITY OF CORONA**  
a California municipal corporation

By: DocuSigned by:  
*Jacob Ellis*  
8CB6AE0895944B4... DS  
*JE*

Jacob Ellis  
City Manager

Attest: DocuSigned by:  
*Sylvia Edwards*  
9A4F68CED5E6404...

Sylvia Edwards  
City Clerk

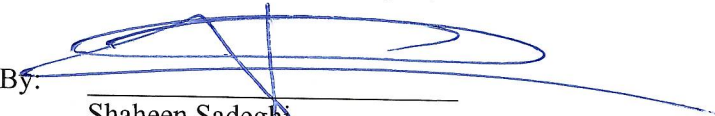
Approved as to Form: DocuSigned by:  
*Dean Derleth*  
A76D5842626D4DE... DS  
*MD*

Dean Derleth  
City Attorney

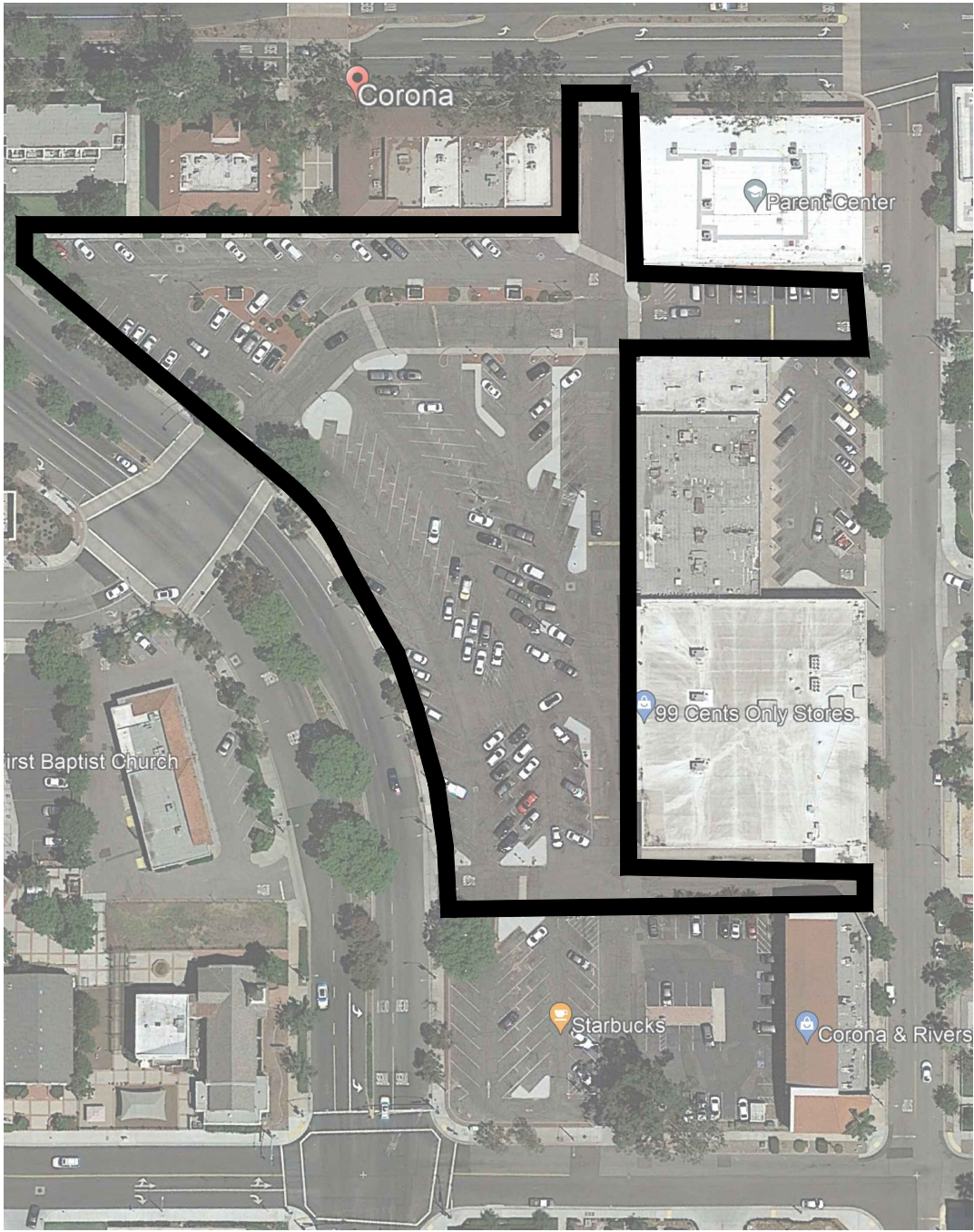


**DEVELOPER'S SIGNATURE PAGE FOR  
COST SHARING AGREEMENT  
FOR CORONA SOUTH MALL PARKING LOT IMPROVEMENTS**

**REST AREA, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Shaheen Sadeghi  
Managing Member

# SITE EXHIBIT



SHEET 1 OF 1

JOB NO.

BY: DSK

DATE: 04/13/23

SCALE: NTS

## EXHIBIT

SITE EXHIBIT  
CORONA, CA

## KES TECHNOLOGIES INC

1 VENTURE STE 130  
IRVINE, CALIFORNIA 92618  
PHONE (949) 339-5331

## **EXHIBIT B**

### **DESCRIPTION OF SOUTH MALL PARKING LOT IMPROVEMENTS**



#### **EXHIBIT A**

##### **SCOPE OF SERVICES**

---

#### **PROJECT UNDERSTANDING**

It is our understanding that THE LAB is moving forward with Engineering services to support the South Corona Mall project, located in Corona, California.

#### **PHASE I –FINAL ENGINEERING**

##### **Task 1.0 Engineers Site Plan**

- Prepare a technical site plan at a scale of 1"=20' to support the Final Engineering documents.
- The site plan will define parking layout alternatives, ADA compliance, drive aisle widths, etc.
- Assumes one (1) sheet total
- Assumes 3 Alternatives

##### **Task 2.0 Precise Grading Plans/ Area Drain Plans**

###### **2.A Precise Grading Plan**

- Prepare 1"=10' precise grading plans; showing buildings, parking lot improvements, proposed pavilion, trash enclosure and necessary items to obtain grading permit for the City.

##### **Task 3.0 Final On-Site Hydrology**

- Prepare 1"=40' final hydrology required for WQMP compliance
- Assumes no off-site analysis.
- Assumes truncates study only for WQMP flow requirements.

##### **Task 4.0 Final WQMP Report**

- Prepare a Final Water Quality Management Plan (WQMP) Report to define the project water quality design approach.
- The WQMP will be prepared in conformance with City/ County requirements.

##### **Task 5.0 Erosion Control Plan/NPDES Documentation/SWPPP**

- Prepare an on-site erosion control plan at a scale of 1" = 40; for the proposed rough grading of the project site (one season); assumes 2 sheets; 1 plan sheet and 1 detail sheet.
- Assumes NOI and SWPPP are required.

##### **Task 6.0 Geotechnical Soils Report**

- Site geologic mapping.
  - Excavating, logging, and sampling four (4) to five (5) hollow-stem auger borings up to a maximum depth of 50 feet below the ground surface. It is anticipated that a drill rig will be required for a half-day to complete the work.
  - Infiltration testing will be conducted in one (1) additional five-foot deep boring.
  - Collected samples will be transported to our laboratory for testing and analysis to evaluate the relevant soil engineering properties. Laboratory testing will include the following tests: laboratory maximum dry density and optimum moisture content, moisture/density, expansion index, consolidation, grain size analysis, R-Value, and chemical (corrosion) testing.
-



- Preparation of a geologic map.
- Discussion of existing site conditions.
- Seismic hazards evaluation.

**Task 7.0 Architectural for Trash Enclosures**

- KES to contact with project architect for design of trash enclosure(s) as a stand alone permit

**Task 8.0 Structural for Trash Enclosure**

- Structural engineering to support task 7.
- Structural for Light Standards

**Task 9.0 Field Survey**

- Provide miscellaneous on and off-site field survey necessary to support the final engineering construction drawings if required.

**Task 10.0 Electrical Design and Photometrics**

- KES to prepare parking lot lighting and photometrics plan for submittal to the City.
- Plan to include required information per City of Corona requirements

**Task 11.0 Landscape Architectural Plans and Irrigation**

- KES to provide landscape and Irrigation plans for submittal to the City.
- Plan to include required information per City of Corona requirements

**Task 12.0 Traffic Signal Modification**

- KES to provide traffic signal modification plans to include relocation of pull boxes and changed in conduit runs, assuming the signal poled do not require relocation or the operation of the signal is modified.
- KES to review and obtain through City as-built plans
- KES to provide base mapping survey as required for expansion of base map for signal modification.

**Task 13.0 Specifications (T&M)**

- KES to provide general specifications package to modify and adjust as need for City review and approval.

**Task 14.0 Processing (T&M)**

- Process plans and documents described herein for approval with the governing agencies.
- This task will be paid on a time and materials basis and shall not be exceeded without the prior authorization.
- For the purposes of this proposal, we have budgeted 28 hours for this task.

**Task 15.0 Meetings & Coordination (T&M)**

- Attend client and agency meetings and provide project coordination as required to support the final engineering scope of work detailed herein.
- This task will be paid on a time and materials basis and shall not be exceeded without the prior authorization.



- For the purposes of this proposal, we have budgeted 20 hours for this task.

**EXHIBIT B**  
**FIXED FEE SCHEDULE**

**PROPOSED BUDGET**

	<b>Description of Task</b>	<b>Fee</b>
<b>PHASE I</b>	<b>FINAL ENGINEERING</b>	
	Task 1.0 Engineers Site Plan	5200
	Task 2.0 Precise Grading Plans/ Area Drain Plans	
	2.A Precise Grading Plan	7200
	Task 3.0 Final On-Site Hydrology	800
	Task 4.0 Final WQMP Report	3100
	Task 5.0 Erosion Control Plan/NPDES Documentation/SWPPP	5800
	Task 6.0 Geotechnical Soils Report	9100
	Task 7.0 Architectural for Trash Enclosures	4200
	Task 8.0 Structural for Trash Enclosure	4900
	Task 9.0 Field Survey	2300
	Task 10.0 Electrical Design and Photometrics	6800
	Task 11.0 Landscape Architectural Plans and Irrigation	17250
	Task 12.0 Traffic Signal Modification	16100
	Task 13.0 Specifications (T&M)	10000
	Task 14.0 Processing (T&M)	2660
	Task 15.0 Meetings & Coordination (T&M)	3000
	<b>Phase I Total</b>	<b>\$98,410</b>
	<b>Reimbursables</b>	<b>\$1000</b>

**REIMBURSABLES**

Government fees, delivery costs (such as United Parcel Service charges), and the costs of prints/reproductions are **NOT** included in our fee. Vehicle Mileage will be billed against the Reimbursables line and will be calculated per the State of California IRS yearly rate per mile. We propose to use KES's ARC / Reprographic account for all such costs, plus fifteen percent (15%). These items are "reimbursable" items and will be shown separately on our invoice and billed to the Client at cost if necessary. For the purposes of this proposal we have estimated the cost of reimbursables (shown as a line item). This is a budgetary figure that will not be exceeded without your prior authorization.

**EXTRA SERVICES**

Any service requested which does not fall within the scope of services listed herein, or any duplication of work due to changes desired by the Client, will be performed on an "Extra Services" basis, in accordance with KES's enclosed Schedule of Hourly Billing Rates.

**BILLING**

Invoicing will be monthly and based on the work completed for each item shown in the Scope of Services. Payment must be made no later than thirty (30) days after receipt of invoice.



**SERVICES NOT INCLUDED**

The following services, other than indicated herein, are not included in the scope of services. These can be provided on a time and material basis per the attached Schedule of Hourly Billing Rates:

- Planning Exhibits, Reports, Studies and or Documents not listed herein
- Additional Meetings not Budgeted for Herein
- Easements
- Monumentation
- Construction Staking

**EXHIBIT C**

**SCHEDULE OF HOURLY BILLING RATES**

Rates Effective through December 31, 2022

<u>CIVIL ENGINEERING / WATER RESOURCES</u>	<u>HOURLY RATE</u>
<u>Principal/Vice President</u>	<u>\$250.00</u>
<u>Project Manager</u>	<u>\$175.00</u>
<u>Project Engineer</u>	<u>\$ 125.00</u>
<u>CADD Technician</u>	<u>\$ 105.00</u>
<u>Project Coordinator</u>	<u>\$ 95.00</u>
<u>Qualified SWPPP Practitioner</u>	<u>\$110.00</u>
<u>Qualified SWPPP Developer</u>	<u>\$110.00</u>
<u>SURVEY/MAPPING</u>	
<u>Professional Land Surveyor</u>	<u>\$110.00</u>
<u>Project Surveyor</u>	<u>\$100.00</u>
<u>Land Surveying &amp; Mapping Technician</u>	<u>\$ 95.00</u>
<u>1 - Man Crew</u>	<u>\$150.00</u>
<u>2 - Man Crew</u>	<u>\$240.00</u>
<u>3 - Man Crew</u>	<u>\$300.00</u>

Note: There is a 4, 6, and 8-hour minimum charge for field survey work.

## EXHIBIT C

### CITY'S REQUIRED INSURANCE

1. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Consultant Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Consultant Contract by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Consultant Contract. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

2. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers,

employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4. Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of the Consultant Contract by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

5. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any services under the Consultant Contract commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any services under the Consultant Contract commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

6. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.



7. Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

8. Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by the Consultant Contract. All documents must be received and approved by the City before any services commence; provided, however, that failure to obtain the required documents prior to the commencement of services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the services under the Consultant Contract.