



CITY OF CAMARILLO
PROFESSIONAL SERVICES AGREEMENT

With

RINCON CONSULTANTS INC.

For

**CITY OF CAMARILLO NON-STORMWATER MUNICIPAL SEPARATE
STORM SEWER SYSTEM (MS4) MAJOR OUTFALL SCREENING &
SOURCE INVESTIGATION**

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of December 13, 2023 ("**Effective Date**"), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and Rincon Consultants, Inc., a California corporation ("**Consultant**").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for one year commencing on the Effective Date, unless extended by mutual agreement for two one-year terms.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7** City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8** The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs,

subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93011

Attention: Ken Matsuoka

Tel. (805) 388-5340
Fax (805) 388-5387
e-mail kmatsuoka@cityofcamarillo.org

To Consultant:

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

Attention: Kiernan Brtalik

Tel. 805-328-2687
e-mail kbatalik@rinconconsultants.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:


CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

RINCON CONSULTANTS, INC., a California corporation



Steve Hongola, Vice-President

Jennifer Haddow

Jennifer Haddow, Executive

Camarillo Business Tax Certificate No. 040224 / Expiration Date 07/31/2024

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT A

1 Project Understanding/Methodology

Project Understanding

The City of Camarillo operates an MS4 system subject to the requirements of the 2021 Regional NPDES Municipal Stormwater Permit, Order No. R4-2021-0105 (Regional MS4 Permit). This permit imposes certain requirements, including those related to NWS outfall-based screening and monitoring including the development and maintenance of an outfall-based database, identification of major outfalls subject to screening requirements, and identification of major outfalls with significant NWS flows along with subsequent source investigations.

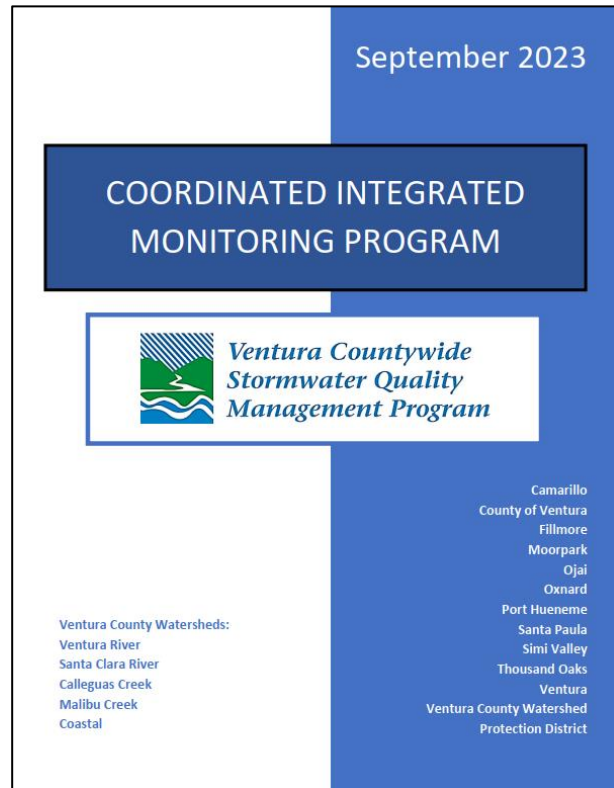
Compliance deadlines to complete these activities include completion of screening and source investigations for 50% of all major outfalls with significant NWS discharges within three years of the effective date of the 2021 Regional Permit and 100% of outfalls within five years of the permit effective date. Although similar activities have been conducted in the past to achieve the requirements of previous MS4 permits, the monitoring requirements identified in the 2021 permit along with the procedures identified in the draft CIMP, which LWA assisted in the development of, have not yet been implemented by the City.

The Rincon team understands that the accuracy of the MS4 GIS data forms the cornerstone of the success of the project. The Rincon team's experience with MS4 GIS data in general and LWA's recent pollutant source assessments in the area has demonstrated that GIS does not always match real-world conditions. To address this concern, our team will undertake a comprehensive review of City and Ventura Countywide Unified Storm Drain GIS data which will help ensure achieving the project goals of:

- Developing a prioritized list of outfalls based on risk to receiving waters and TMDL compliance,
- Identification of non-authorized sources, and
- Providing the City of Camarillo with recommendations for to long-term monitoring.

Approach

Rincon emphasizes a client-centric approach to contract management and operates with the flexibility and responsiveness needed for success. Our team members are local and proud of close, trusted, and responsive relationships with the City and regional partners. As a trusted City team member, we use a variety of technology and project management tools that allow us to work collaboratively both internally and externally, and to track project progress in real time. For this project to work in partnership as a unified team with Rincon, LWA, and Kasraie (as-needed) staff, we developed a Microsoft SharePoint Portal and Teams channel that allows us to



LWA supported the Ventura Countywide Stormwater Quality Management Program's development of the draft CIMP, just submitted in September 2023. Rincon team staff are working with stakeholders to prepare for and implement the monitoring and reporting program requirements, which incorporate similar NSW investigation, compliance, and monitoring strategies as other regional MS4 permit's the Rincon team has experience with.

EXHIBIT A

securely store and manage documents, data, and other information, and to communicate seamlessly as if staff are within the same organization.

The proposed approach below summarizes our methodology to satisfy the City of Camarillo's requirements to comply with the NWS screening and monitoring requirements of the Regional MS4 Permit with the aim of ultimately improving water quality conditions in local receiving waters by reducing non-authorized NWS discharges to the City's MS4.

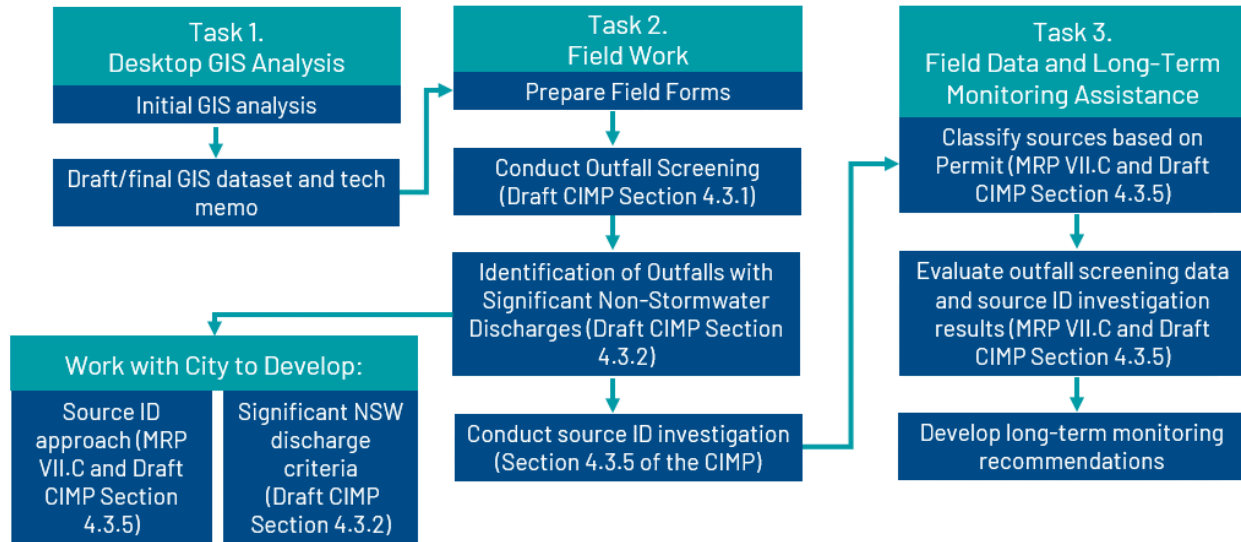
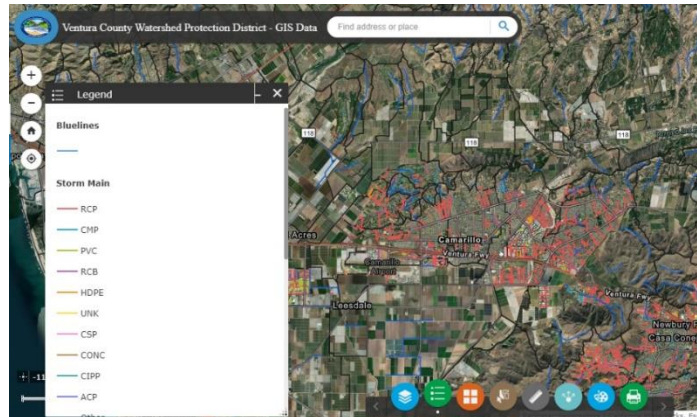


EXHIBIT A

Task 1 Desktop GIS Analysis

Our approach to completing the desktop GIS analysis includes the following steps to review and re-evaluate locations, drainage areas, and other pertinent information for the City's major outfalls and minor outfalls smaller than 36 inches. Rincon will finalize the inventory and locations of outfalls subject to screening per the Regional MS4 Permit requirements. This process includes:

- Analysis of the City's MS4 data to confirm number of major outfalls (i.e., > 36 inches). A preliminary assessment of the City's MS4 dataset shows 31 major outfalls.
- Analysis of Ventura Countywide Unified Storm Drain MS4 data to confirm number of major outfalls with the City's MS4 jurisdiction. A preliminary assessment of the countywide MS4 dataset shows 25 major outfalls.
- Rectifying City derived and countywide derived major outfall locations if needed. This will include desktop assessments of recent aerial imagery, consultation with Kasraie Consulting who led the efforts in the development of the Countywide Unified Storm Drain MS4 dataset, local knowledge, and ground truthing if needed.
 - o Once the number and locations of major outfalls subject to screening is determined, an analysis using the rectified MS4 data and recent aerial imagery will be conducted to confirm major outfall drainage areas.
 - o If a drainage area appears questionable, we will complete GIS spatial analysis using MS4 and topographic/survey data to update the drainage area boundary.
 - o A spatial analysis will be completed using the most recent land use data to intersect these layers to update land uses for the outfall drainage areas.
- A review of the outfall-base database to assess compliance with the requirements of section VIII.A. of the 2021 Regional MS4 Permit and section 4.3.3 of the draft CIMP along with updates to the database if necessary.



The Rincon team works with MS4 storm drain GIS data regularly and has professional knowledge and experience working with the Ventura Countywide Unified Storm Drain Map (displayed above) and works closely with City GIS staff. Key features that will help with desktop GIS analysis and data management activities.

A technical memorandum will be developed to summarize methods, assumptions, and results of the GIS analysis, and will include City outfall maps, and GIS files that will be transmitted electronically. Additionally, Rincon will take note to distinguish parcel ownership within the outfall evaluation process. Rincon will consider any upstream, out-of-Camarillo jurisdictions that may apply to the outfall evaluation process. As we evaluate the MS4, Rincon will coordinate with the City to incorporate changes associated with waters of the United States mapping efforts.

Estimated Timeline and Staff Roles

Total of Up to 6 Weeks. Rincon and LWA will complete the GIS desktop analysis within one month of notice to proceed, which includes initial background review of existing data. The draft technical memo will be provided for City review approximately 2 weeks from completion of the desktop analysis. The final memo will be provided to the City approximately 2 weeks following receipt of City comments and edits.

Staff Roles. Keelie N. Rocker – oversight of all GIS related tasks (Rincon); Bill Carey – technical leadership and guidance (Rincon); Thomas Sanford – task planning and client communication (Rincon); Kiernan Btralik – strategic guidance (Rincon); Diana Engle – technical oversight (LWA); Hassan Kasraie will be available on an as-needed basis to support technical GIS needs (Kasraie).

EXHIBIT A

Task 2 Field Work

Prepare Field Forms (Digital Survey123/Collector Field Form)

Rincon uses custom digital data collection and reporting tools to streamline workflows and ensure comprehensive and accurate data collection. Through Esri's field application suite, field staff can access custom data collection tools and maps, eliminating the need for paper notes and transcribing. With these tools, staff can rapidly collect data through predefined questions that use intuitive workflows to provide easy-to-fill answers and automatically calculated results. Collected data can then be exported to standard spatial and tabular formats or integrated directly into desktop GIS applications. Also, field data can easily be linked to web applications for review and tracking in near real time. The results from field data collection efforts can also be incorporated into auto-generated reporting templates to help streamline reporting requirements.

Rincon expects to prepare electronic field forms using ArcGIS Survey123 or Collector for ArcGIS. We currently use these tools for field data collection, including the use of Survey123 for the Santa Clara River and Malibu Creek Watershed Bacteria TMDL monitoring programs. The field form data will be accessible through ArcGIS Online and the form can be uploaded to City and Consultant staff handheld devices (tablet or smart phone). We have found that this approach enhances quality assurance and control, streamlines data collection and input, and simplifies data management on the backend of a project for long-term accessibility. It is assumed City staff will have access to a GPS enabled handheld device, or a GPS unit for screening activities.

The form will include pre-populated information based on the results of Task 1, as well as fields that will be populated pertaining to field screening activities. Data to be collected by Rincon staff will include the following as specified in Section 4.3 of the draft CIMP:

Rincon's GIS and field data collection and management team develop tools that facilitate field data acquisition, quality assurance, management, and reporting activities. A Survey123 data collection form interface is displayed above and is used for our water quality monitoring programs.

Data Field	Description
Outfall selection from the outfall dataset (listed by identification number)	Pre-populated data would include the following, and radio buttons (e.g., check marks) would be toggled by staff to confirm or edit existing data <ul style="list-style-type: none">• Date/Time• GPS Coordinates• Weather conditions• Outfall material (e.g., concrete, metal), shape and dimensions (e.g., diameter, width/height)• Staff name selected from list of trained personnel, or manually entered if needed
Outfall Shape and Dimensions	Diameter/Width/Height
Accessibility	Accessibility to the outfall, noting any specific limitations or special instructions
Photographs	Photographs of parking and access locations, outfall discharge location, upstream and downstream, notable visual observations (e.g., trash, damage, erosion, downstream pooling)
Visual Observations	<ul style="list-style-type: none">• NSW discharge odor, color, clarity, oil sheen• Presence and density of trash, floatables, sediment/debris, vegetation at/in the outfall• Outfall condition, noting specific structural damage
In Situ Water Quality Parameters	<ul style="list-style-type: none">• pH, temperature, dissolved oxygen, turbidity, and electrical conductivity

EXHIBIT A

Discharge Flow Estimation	<ul style="list-style-type: none">• No Flow/Wet (0 gallon[s] per minute [gpm])• Trickle (less than 2 gpm)• Garden Hose (2-10 gpm)• Greater than Garden Hose (greater than 10 gpm)
Receiving Water Characteristics	<ul style="list-style-type: none">• Flow• Odor, color, clarity, oil sheen• Presence/density of trash, floatables, sediment/debris, vegetation• Channel structure characteristics
Preliminary Source ID	<p>If staff suspect an illicit discharge, the field form will include the next steps to follow flows upstream in an attempt to quickly track the discharge upstream to its source. These options may include the following, and GPS-tagged photos will be collected:</p> <ul style="list-style-type: none">• Driving in the drainage to the suspected source of the NSW discharge (based on the City's illicit discharge screening, likely sources are from commercial or industrial activities)

Rincon and LWA will provide a draft form for City review, prior to finalizing and digitizing the field form in Survey123/Collector.

ArcGIS Online Viewer

With a cloud-based mapping and data management system, project data and field-collected data can be centralized into one hub that contains base data, field collected data, as well as maps and data from specialized technical study reports. This will act as a project collaboration hub for all staff. Data management will be streamlined from field data collection to reporting using a multi-tiered cloud-based data management system. As outlined above, field staff will use tablets to digitally collect data which will be published to a cloud-based GIS database. The field collected data outlined above will be synced to a web mapping application and displayed with relevant project base map data. This application will serve as a project portal for all project data and will be regularly updated with new or changing project data as data is collected and synchronized with the cloud servers.

Project portal users will be able to explore and visualize existing project data, field collected data, technical specialty maps, and other supporting datasets to enable the City's users to observe and track the project progress via interactive maps and/or live dashboards displaying charts and summaries of project data. The portal will also facilitate multi-user editing and simultaneous data collection by survey crews. Project data stored within the portal will be synced to the cloud daily where it can be displayed in the web application for office staff and for the client to review and use in reporting efforts, for data analysis, internal QA/QC, and to keep field staff up to date on the latest project data. In addition, the team's GIS staff can work directly with the portal data to create report-ready mapping products quickly and easily.

Initial Screening Field Activities

Prior to field activities Rincon and LWA will coordinate with the City to identify outfall access constraints including locked gates, traffic considerations, or other access and safety issues. Rincon and LWA will conduct three dry weather (at least 72 hours after rain event producing >0.1 inch or rain) outfall screening events. During each screening event all the information listed above, including visual estimates of flow, will be gathered. If a suspected illicit discharge is observed, field staff will take initial measures to identify upstream sources. This may include investigating upstream manholes or other MS4 structure for sources of NSW flows, identifying obvious sources of NSW flows such as irrigation over-spray, and collecting grab samples or field measurements to identify potential source types. Initial screening field activities will be completed in accordance with Section 4.3.1 of the draft CIMP.

Identification of Outfalls with Significant Non-Stormwater Discharges

Rincon and LWA will follow the guidelines identified in Section 4.3.2 in the draft CIMP to identify outfalls with significant NWS discharges. To complete this task, major outfalls will be categorized as needing no further assessment if no flow is observed, the source of flow is confirmed to from an allowable source, or the flow is categorized as not significant. The draft CIMP provides criteria to determine significant discharge which include

EXHIBIT A

discharges to receiving waters subject to TMDLs, outfalls with persistent flows (greater than a garden hose in at least 50% of screenings), and/or evidence of illicit discharges. Rincon and LWA will propose the specific criteria to be used to identify significant outfalls. Given that all outfalls in the City of Camarillo eventually discharge to receiving waters subject to TMDLs, the proposed criteria will likely primarily be based on outfalls with persistent flows. Evidence of illicit discharges may be considered if the evidence indicates a persistent problem and significant flows are present. Our team will review the criteria that was used in LA County and work closely with City staff to propose a suggested set of criteria for the City. Before preparing the field forms, we will discuss the proposed criteria to ensure that criteria requiring field data collection are incorporated into them.

The outfall-based database will then be updated to identify major outfalls with significant NWS discharge and include the inventory requirements identified in Section 4.3.3 of the draft CIMP.

Source ID Investigation Field Activities

Rincon and LWA will conduct up to three source investigations for each outfall identified to have significant NSW discharge. First we will develop a source investigation schedule by prioritizing outfalls with significant NWS flows using the prioritization criteria identified in Section 4.3.4 of the CIMP. Because all outfalls for the City of Camarillo are subject to dry weather TMDLs with past due deadlines, the prioritization schedule will be based on the screening results. Due to the short deadline to conduct 50% of the source investigations by September 11, 2024, the initial prioritization may also consider drainage area size. Source investigations will then be conducted using site-specific procedures based on the characteristics of the NSW discharge and the techniques used by the City's IC/ID program. Investigations may include:

- Desktop analysis to:
 - o Identify permitted discharges within the catchment area
 - o Review available resources, including past monitoring and investigation data, land use/MS4 maps, aerial photography, and property ownership information
 - o Identifying subdrainage areas that can be evaluated during the field screening investigations
 - o Identifying if the flow is from a channelized stream or creek
- Field screening investigations:
 - o Following dry weather flows from where they are first observed upstream along the conveyance system
 - o Gathering field measurements and/or analytical laboratory analysis to characterize the discharge at various points in the conveyance system
 - o Inspections of suspected sources

If a specific source cannot be identified using field screening level source investigations, the source will be characterized as unidentified. Source investigations using more in-depth techniques such as CCTV investigations of the storm drain system could be conducted at a future date but would not be conducted prior to the dates in the CIMP for the initial source investigations.

This will be completed in accordance with Section 4.3.5 of the draft CIMP. Rincon and LWA will work closely with City staff to develop an outfall specific source ID approach.

Estimated Timeline and Staff Roles

Total of Up to 6 Months. We estimate it will take four weeks to complete a final digital Survey123/Collector field form. We assume that Rincon staff will complete the outfall screening in approximately six weeks. Monitoring data will be reviewed, and the inventory of significant NSW discharge outfalls will be developed within 1 month of screening data receipt. Source ID investigations will be scheduled and completed over 3-4 weeks, and monitoring data results will be assessed within 3 weeks of data receipt.

Staff Roles. Keelie N. Rocker – oversight of all GIS related tasks (Rincon); Bill Carey – technical leadership and guidance (Rincon); Nicole Collier Yamagiwa – lead field technician and field safety lead (Rincon); Thomas Sanford – task planning and client communication (Rincon); Kiernan Brtalik – strategic guidance (Rincon); Ashli Desai and Adriel León – technical oversight and source investigation support (LWA); Diana Engle – regulatory advisor (LWA)

EXHIBIT A

Task 3 Evaluation of Field Screening Data and Recommendations for Long-Term Monitoring

Based on the source ID results, Rincon and LWA will classify the sources into one of the six classifications (authorized, conditionally exempt essential, natural, illicit discharge, conditionally exempt non-essential, or unknown). If the significant NSW discharge is comprised of more than one source, LWA (supported by Rincon) will attempt to quantify the relative contribution from each individual source or group of similar sources (e.g., irrigation overspray) and classify the contributions as one of the six classifications.

Outfalls whose discharges consist solely of authorized, conditionally exempt essential and natural sources will be recorded in the outfall database and will not be considered for monitoring per the permit requirements. Rincon and LWA will also work with the City to identify if any of the non-essential conditionally exempt non-stormwater discharges, illicit discharges, or unknown sources can be eliminated. If flows can be eliminated, long-term monitoring will not be required. Any remaining outfalls with significant NSW discharges will be identified for long-term monitoring.

Depending on the number of sites identified for long-term monitoring, the City may want to consider additional investigations to eliminate the NSW flows to the monitored outfalls. If the flows are eliminated, no further monitoring would be needed at those outfalls. Actions that could be taken include:

- Implementation of the IDDE requirements of the draft CIMP
- Efforts taken to determine unknown discharge sources. Methods for identifying the source of NSW discharge may include inspection and/or surveillance, discharge monitoring and data loggers, video or physical inspection, monitoring for indicator parameters (e.g., surfactants, chlorine, pyrethroids), or other means.

A technical memo will be developed to present long-term monitoring recommendations consistent with compliance of the 2021 Permit and draft CIMP. The technical memo will present outfall screening data and source ID investigation results and evaluation methods used to arrive at the proposed monitoring recommendations.

Estimated Timeline and Staff Roles

Total of Up to 2 Months. The draft memo will be provided to City staff within 4 weeks of completion of Task 2. The final memo will be provided within 2 weeks of receipt of City revisions.

Staff Roles. Keelie N. Rocker – oversight of all GIS related tasks (Rincon); Bill Carey – technical leadership and guidance (Rincon); Thomas Sanford – task planning and client communication (Rincon); Kiernan Brtalik – strategic guidance (Rincon); Ashli Desai – technical oversight (LWA); Adriel Leon and Diana Engle – regulatory advisor (LWA)

EXHIBIT A

2 Project Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. In accordance with the 2021 MS4 permit, all tasks listed below will be completed by the CIMP deadlines.

Task	Description	Completion Date
Task 1	Desktop GIS Analysis	
	Conduct Desktop Analysis and Initial Data Review	4 weeks after receipt of data
	Prepare Draft Technical Memorandum	2 weeks after completion of desktop analysis
	Team Receives Draft Technical Memorandum Comments	2 weeks after submittal to City for review
	Transmit Final Technical Memorandum Transmitted to City	2 weeks after comments are received
	Transmit Final GIS Files Transmitted to City	With submittal of Final Technical Memorandum
Task 2	Field Work	
	Digital Survey123/Collector Field Form	4 weeks after completion of Task 1
	Transmit Draft Field Forms to City	4 weeks after completion of Task 1
	Team Receives Draft Field Forms Comments	2 weeks after submittal to City for review
	Transmit Final Field Forms to City	2 weeks after comments are received
	Conduct Screening and Source ID Investigations	At least 50% of major outfalls by September 11, 2024 At least 100% of major outfalls by September 11, 2026
Task 3	Evaluation of Field Screening Data and Recommendations for Long-Term Monitoring	
	Develop and Transmit Draft Technical Memorandum	1 month after 50% completion of source ID investigations
	Team Receives Draft Technical Memorandum Comments	2 weeks after submittal to City for review
	Transmit Final Technical Memorandum Transmitted to City	2 weeks after comments are received

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are Jennifer Haddow and Steve Hongola.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$191,098.

FEE SCHEDULE

(Complete or attached Separate Schedule)

KEY PERSONNEL:

Name	Title/Position
Thomas Sanford	Watershed Scientist
Kiernan Brtalik	Director, Watershed Sciences

SUBCONSULTANTS:

Name
Larry Walker Associates
Kasraie Consulting

EXHIBIT B



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

Cost Proposal

November 21, 2023

Ken Matsuoka, Deputy Director Public Works
Department of Public Works
City of Camarillo
601 Carmen Drive
Camarillo, California 93010

Subject: Cost Proposal for City of Camarillo's Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation

Dear Mr. Matsuoka:

Rincon Consultants, Inc. (Rincon) is pleased to submit this cost proposal to conduct Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation for the City of Camarillo.

In developing this cost proposal, we have used key assumptions to guide the potential level of effort necessary to complete the project. Due to the inherent uncertainty associated with this project (e.g., the number of outfalls that will have significant non-stormwater discharge and require source identification), we understand that specific activities for the project may require more or less of our team's engagement. Our team feels that the assumptions offer a slightly conservative budget and will provide adequate resources to complete the project without the need for budget amendments. As part of our project management approach, Rincon will provide routine updates and will notify the City immediately if we encounter conditions that are outside of our expectations.

We appreciate your consideration of Rincon for this assignment and welcome the opportunity to meet with you to discuss this proposal. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Thomas Sanford", written over a light blue horizontal line.

Thomas Sanford, CPESC, QSD/P, QISP
Watershed Scientist
805-748-8283 | tsanford@rinconconsultants.com
Contact for clarification

A handwritten signature in black ink, appearing to read "Kiernan Btralik", written over a light blue horizontal line.

Kiernan Btralik, CPSWQ, QSD/P
Director, Watershed Sciences
805-644-4455 | kbtralik@rinconconsultants.com
Authorized to contractually obligate and negotiate
on behalf of Rincon

EXHIBIT B

City of Camarillo

Cost Proposal for City of Camarillo's Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation

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Cost Estimate

Tasks	Rincon Costs				Larry Walker Associates Costs				Kasraie Consulting Costs				Total Costs			
	Labor Cost	Direct Expense	Hours	Total Cost	Labor Cost	Direct Expense	Hours	Total Cost	Labor Cost	Direct Expense	Hours	Total Cost	Labor Cost	Direct Expense	Hours	Total Cost
Task I Desktop GIS Analysis																
Data background review of City and County MS4 data	\$5,134	–	26	\$5,134	\$1,441	–	5	\$1,441	\$896	–	4	\$896	\$7,471	–	35	\$7,471
Rectify City and County Data MS4 data (assumes 31 outfalls and DA delineations)	\$9,382	–	50	\$9,382	\$1,911	–	7	\$1,911	\$1,344	–	6	\$1,344	\$12,637	–	63	\$12,637
Review of outfall-base database and update as-needed	\$3,718	–	18	\$3,718	\$1,367	–	5	\$1,367	–	–	–	–	\$5,085	–	23	\$5,085
Draft Technical Memo	\$9,416	–	50	\$9,416	\$1,911	–	7	\$1,911	–	–	–	–	\$11,327	–	57	\$11,327
Final Technical Memo	\$3,102	–	16	\$3,102	\$1,367	–	5	\$1,367	–	–	–	–	\$4,469	–	21	\$4,469
Project Management (meetings, data requests, administration)	\$3,456	–	16	\$3,456	\$1,367	–	5	\$1,367	–	–	–	–	\$4,823	–	21	\$4,823
Subtotal	\$34,208	–	176	\$34,208	\$9,364	–	34	\$9,364	\$2,240	–	10	\$2,240	\$45,812	–	220	\$45,812
Task II Field Work																
Prepare field forms and ArcGIS Online viewer	\$7,684	–	44	\$7,684	–	–	–	–	–	–	–	–	\$7,684	–	44	\$7,684
Initial Screening Field Activities (assumes 31 outfalls)	\$37,094	\$2,028	206 ¹	\$39,122	–	–	–	–	–	–	–	–	\$37,094	\$2,028	206	\$39,122
Develop inventory of County outfalls with significant NSW discharges	\$3,894	–	18	\$3,894	\$3,674	–	14	\$3,674	–	–	–	–	\$7,568	–	32	\$7,568
Source ID investigation field activities (assumes 5 outfalls)	\$27,328	\$7,778	144 ¹	\$35,106	\$3,512	–	14	\$3,512	–	–	–	–	\$30,840	\$7,778	158	\$38,618
Project Management (meetings, administration)	\$5,764	–	28	\$5,764	\$1,014	–	4	\$1,014	–	–	–	–	\$6,778	–	32	\$6,778
Subtotal	\$81,764	\$9,806	440	\$91,570	\$8,200	–	32	\$8,200	–	–	–	–	\$89,964	\$9,806	472	\$99,770
Task III Evaluation of Field Screening Data and Recommendations for Long Term Monitoring																
Data review and evaluation	\$8,096	–	40	\$8,096	\$10,402	–	42	\$10,402	–	–	–	–	\$18,498	–	82	\$18,498
Draft Technical Memo	\$3,798	–	20	\$3,798	\$12,282	–	50	\$12,282	–	–	–	–	\$16,080	–	70	\$16,080
Final Technical Memo	\$2,332	–	12	\$2,332	\$5,010	–	20	\$5,010	–	–	–	–	\$7,342	–	32	\$7,342
Project Management (meetings, administration)	\$2,582	–	14	\$2,582	\$1,014	–	4	\$1,014	–	–	–	–	\$3,596	–	18	\$3,596
Subtotal	\$16,808	–	86	\$16,808	\$28,708	–	116	\$28,708	–	–	–	–	\$45,516	–	202	\$45,516
Total Tasks 1, 2, and 3	\$132,780	\$9,806	702	\$142,586	\$46,272	–	182	\$46,272	\$2,240	–	10	\$2,240	\$181,292	\$9,806	894	\$191,098

Note 1 Per City of Camarillo’s determination, field work larbor subject to prevailing wages in accordance with Labor Code Section 1720, et seq.

EXHIBIT B

City of Camarillo

Cost Proposal for City of Camarillo's Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation

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Fee Schedule

Rincon Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Production Specialist	\$120
Clerical	\$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on Jan 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

EXHIBIT B

City of Camarillo

Cost Proposal for City of Camarillo's Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
500-Gallon Water Tote	\$77
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

EXHIBIT B

Fee Schedule



LARRY WALKER ASSOCIATES RATE SHEET

Effective July 1, 2023 – June 30, 2024

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Intern	\$65	Travel	
Administrative	\$ 80	Local Mileage	Current IRS Rate
Contract Coordinator	\$145	Transportation	Actual Expense
AR/AP Manager	\$145	Auto Rental	Actual Expense
Graphic Designer	\$134	Fares	Actual Expense
Senior Graphic Designer	\$174	Room	Actual Expense
Project Staff I-C	\$140	Subsistence and Per Diem Meals ⁽¹⁾	Current GSA Rate
Project Staff I-B	\$169	Breakfast	Current GSA Rate
Project Staff I-A	\$196	Lunch	Current GSA Rate
Project Staff II-B	\$208	Dinner	Current GSA Rate
Project Staff II-A	\$235	Incidentals	Current GSA Rate
Senior Staff I	\$253	Report Reproduction and Copying	
Senior Staff II	\$272	Per Color Copy, In-House	\$0.89
Associate I	\$289	Per Black and White Copy, In-House	\$0.08
Associate II	\$305	Per Binding, In-House	\$1.95
Vice President	\$322	Special Postage and Express Mail	Actual Expense
Executive Vice President	\$337	Third-Party Material Preparation	Actual Expense
Senior Executive	\$353	Other Direct Costs	Actual Expense
President	\$353	Daily Equipment Rental Rates	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		RTK-GPS, RiverSurveyor, Tracer Study Equipment	\$250.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle And All Equipment)	\$200.00
		Subcontractors	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

5/2/2023

EXHIBIT B

City of Camarillo

Cost Proposal for City of Camarillo's Non-Stormwater Municipal Separate Storm Sewer System (MS4) Major Outfall Screening and Source Investigation



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PUBLIC WORKS PROJECTS **RATE SHEET**

July 1, 2022 through June 30, 2024

	POSITION TITLE	HOURLY BILLING RATES FY 2022-23	HOURLY BILLING RATES FY 2023-24
1	Principal Project Manager	\$217	\$224
2	Senior Project Manager	\$207	\$213
3	Senior Project Engineer	\$196	\$202
4	Senior Civil Engineer/Senior Hydrologist	\$170	\$175
5	Civil Engineer / Water Resource Engineer / Hydrologist	\$138	\$142
6	GIS Specialist	\$127	\$131
7	Engineering Technician/CAD Operator	\$111	\$115
8	Office Support/Admin Staff	\$76	\$79

MISCELLANEOUS

Printing, reproduction, postage, delivery and other services	At Cost
Mileage outside Ventura County	At Current IRS Rate
Subconsultant Markup	15 Percent

Other direct and miscellaneous charges encountered in performance of services, such as permits, supplies not normally used to perform a specific job, etc. are billed at cost with no additional service charge.

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage

through a period not less than three years after the completion of the services required under this Agreement.

- 7. Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
- 8. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 9. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that Consultant’s policies are materially changed, Consultant must provide the City with at least 30 days’ prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 10. Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant’s expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

11. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
12. **Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
13. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
14. **Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.